

Dated 20 December 2002

- (1) BARCLAYS BANK PLC
- (2) JMA (UK) LIMITED

UNDERLEASE
of
Premises on the Ground Floor at
The Old Court House High Street Dorking Surrey

**Denton Wilde Sapte
Regency Court
206/208 Upper Fifth Street
Milton Keynes MK9 2HR**

**Tel: 01908 690260
Fax: 01908 667704
(Ref: AV/25681.01331)**

THIS LEASE is made on

20 December 2002

BETWEEN:

- (1) **BARCLAYS BANK PLC** (the "Landlord") (Company Registration No 1026167) whose registered office is at 54 Lombard Street London EC3P 3AH
- (2) **JMA (UK) LIMITED** (the "Tenant") (Company Registration No. 3022542) whose registered office is at The Old Court House 267-273 High Street Dorking Surrey RH4 1RY

1. INTERPRETATION

In this Lease (including any Schedule):

- 1.1 where the context admits the following expressions shall have the meanings set opposite them:

"Act" means every Act of Parliament (whether specifically named in this Lease or not) which may be relevant to the Premises its user or any persons or things thereon the persons employed or having recourse thereto whether or not in force at the date hereof and any reference to an Act shall include any statutory re-enactment or modification thereof and any order regulation directive bye-law rule regulation consent or licence granted or required thereunder or drawing validity therefrom or by any public or local authority or by any court of competent jurisdiction

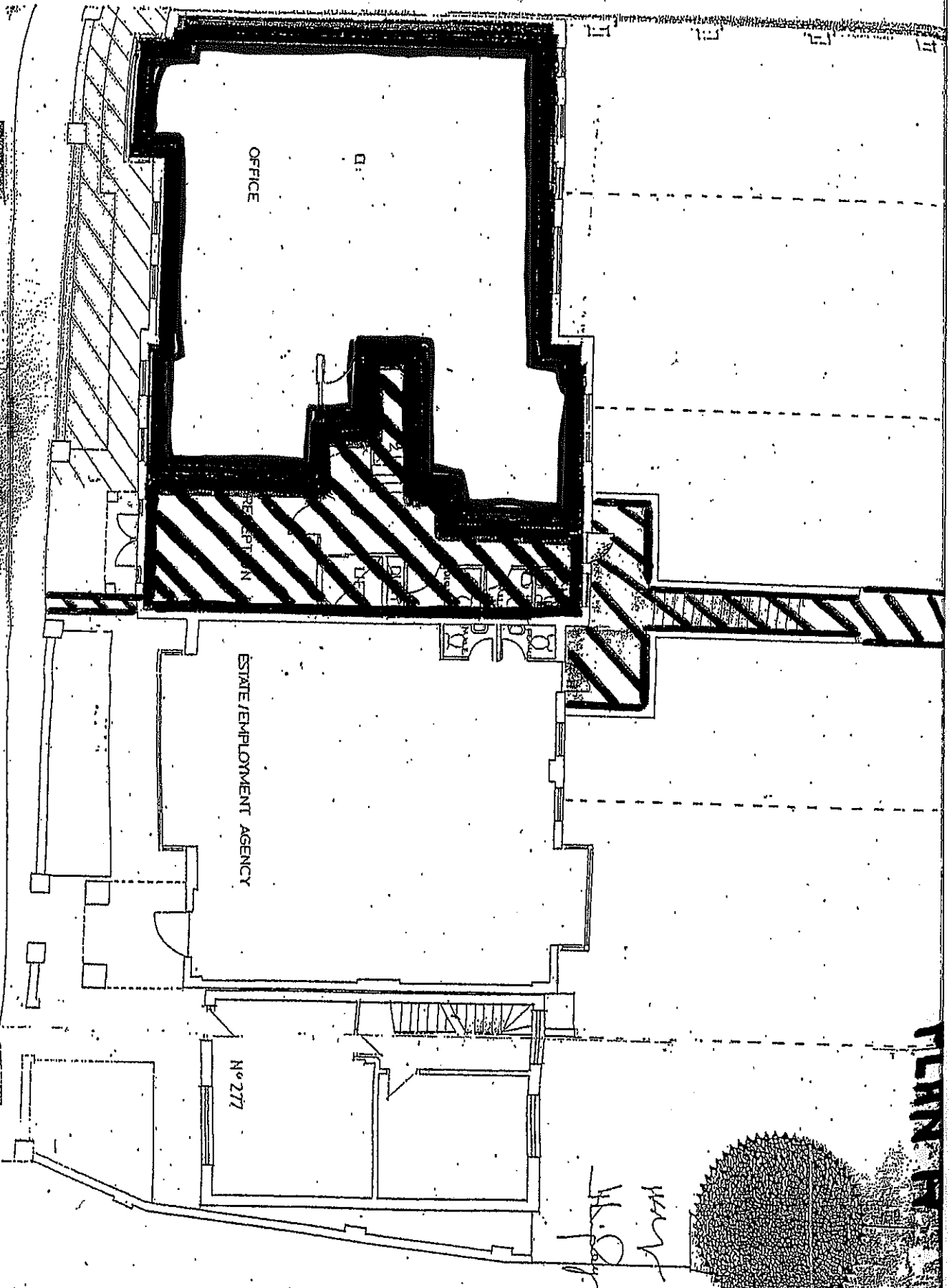
"Building" means the building known as Ground First and Second Floors Office Number 1 The Old Court House High Street Dorking and the surrounding land and more particularly described in the Superior Lease

"Common Parts" means all parts of the Building which are available or provided by the Landlord for the use of the Tenant in common by the Superior Landlord the Landlord and the tenants or occupiers of the Building and/or for general amenity to include any of the following:

forecourts accessways corridors lobbies stairways lifts service areas toilets bin stores or other refuse facilities fire escapes and landscaped areas and shown hatched black on the Plan marked 'A' annexed hereto and coloured brown on the Plan marked 'C' annexed hereto

"Conduits" means pipes wires cables sewers drains ducts flues gutters gullies and other service media

"Insurance Rent" means such sum as the Landlord's Surveyor shall from time to time certify as being a fair proportion attributable to the Premises of the amount the Landlord shall pay to the Superior Landlord in respect of insuring the Building against the Insured Risks or to its own insurers for keeping the Building insured against the Insured Risks (including the whole of any increase in the premium or expense on renewal in respect of such insurance payable by reason of any act or omission of the Tenant or any underlessee)



PLAN A

Michael Lyell Associates
Chartered Architects
16 Tewkesbury Road, Birmingham B2 2JL
TEL: 01 218 2777 FAX: 01 218 2711

CONTRACT
266-277 HIGH STREET
DORKING

DRAWING
GROUND FLOOR PLAN

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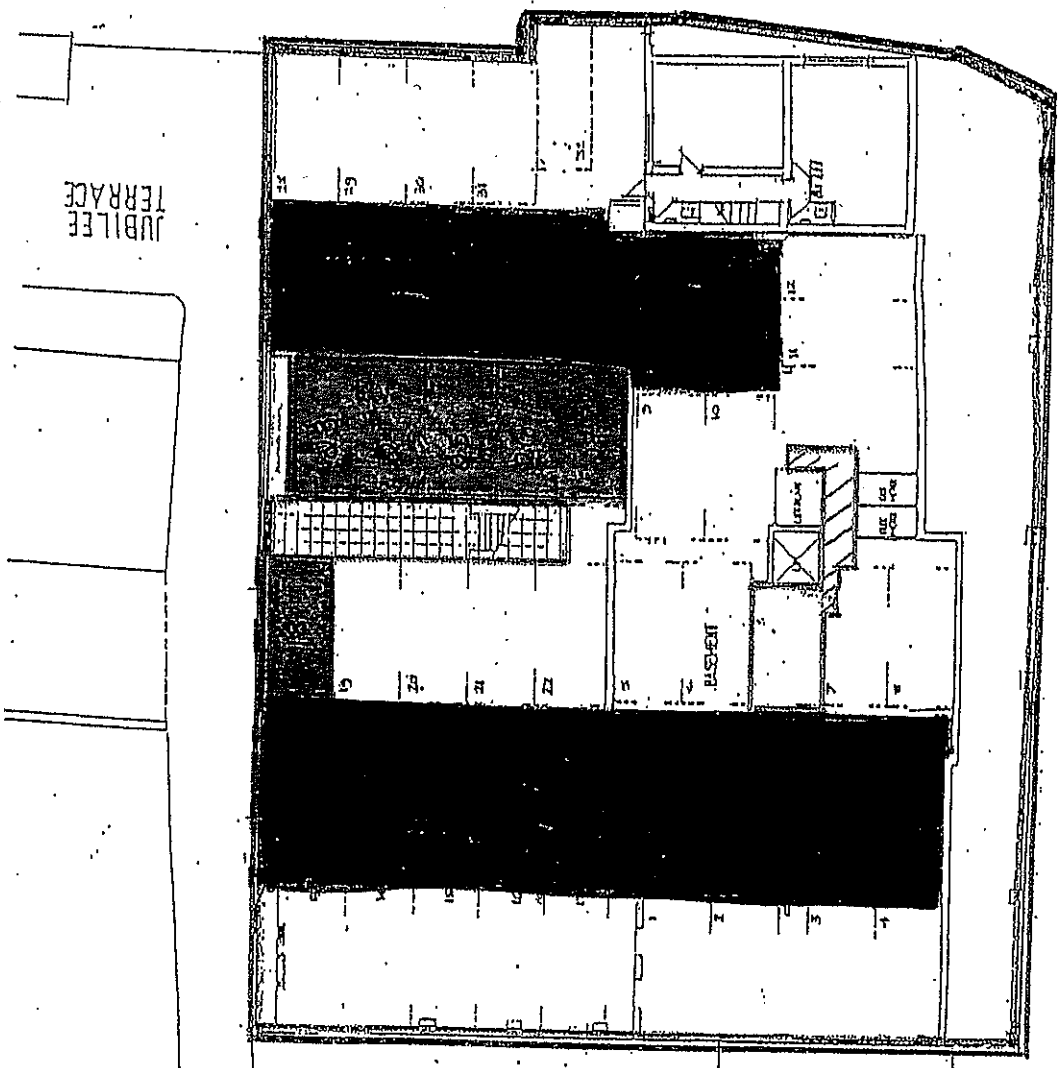
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Michael Lyell Associates
Chartered Accountants
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PLAN B



HIGH STREET

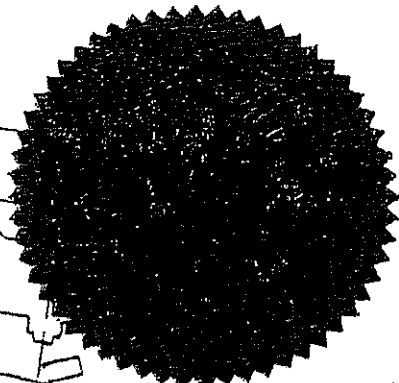
PLAN C

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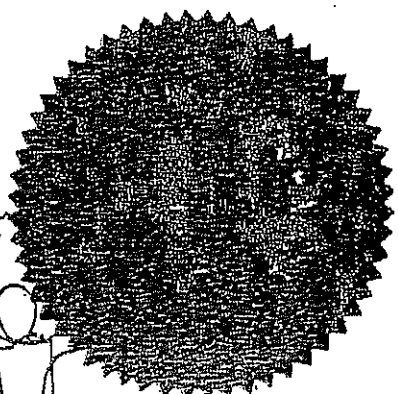
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"Insured Risks" means the risks against which the Superior Landlord or the Landlord shall insure in accordance with the covenant in that behalf in the Superior Lease or against which the Landlord may require that the Superior Landlord insures from time to time

"Landlord" means includes any other person for the time being entitled to the immediate reversion expectant on the determination of the term granted by this Lease

"Landlord's Surveyor" means (at the Landlord's absolute discretion) a chartered surveyor in the employment of the Landlord or a surveyor or firm of surveyors appointed by the Landlord from time to time for the purposes mentioned in this Lease

this **"Lease"** means this Lease and includes any Schedule hereto any licence granted pursuant to this Lease and any deed of variation of the provisions hereof and any deed or instrument supplemental hereto

"Permitted Hours" means the hours of 8.00 am to 6.00 pm Monday to Friday and 8.00 am to 1.00 pm on Saturdays excluding public holidays or such longer periods as the Landlord may from time to time permit

"Planning Acts" means the **"consolidating Acts"** as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time

"Premises" means part of the Building being office accommodation comprising part of the ground floor the extent of which part is shown for identification only edged red on the plan marked 'A' annexed which part shall;

- (a) extend vertically from and include the floor surface of the part demised up to and shall include the underside of the structure of the ceiling over the part demised and
- (b) horizontally shall extend from and include the plaster on the walls of the part demised and
- (c) include all fixtures and fittings in or forming part of the Premises and all additions to the Premises and all Conduits now or hereafter in or about the same and exclusively serving the same

"Prescribed Rate" means four percent (4%) per annum above Barclays Bank PLC's Base Rate (or any rate of interest published by Barclays Bank PLC as a substitute for the aforesaid Base Rate for the purposes of this provision and any other provision by virtue of which rates of interest are to be calculated) for the time being and from time to time in force

"Rent" means £24,200 (TWENTY FOUR THOUSAND TWO HUNDRED POUNDS) per annum (and any increase therein in accordance with clause 6.8 of the Lease)

"Service Charge" means the sum of £6,544 (Six thousand five hundred and forty-four pounds) per annum or such other sum as is payable as the Basic Service Charge as defined in Schedule I hereto

"Superior Landlord" means the person or persons for the time being entitled to the reversion immediately expectant on the term granted by the Superior Lease

"Superior Lease" means a lease of the Building dated 4 August 1988 and made between Marlborough Property Developments Limited (1) and the Landlord (2) the leasehold interest of which remains vested in the Landlord

"Tenant" means includes the successors in title of the Tenant to the term created by this Lease and the Tenant for the time being and from time to time under this Lease

"Term" means the term of years from and including the 20th day of December 2002 and expiring absolutely on 24 March 2008

"Termination of the Term" means the determination of the Term whether by effluxion of time re-entry or otherwise under the provisions hereof notice surrender by operation of law or otherwise or by any other means or cause whatsoever

- 1.2 The masculine includes the feminine and the singular the plural and vice versa
- 1.3 Obligations undertaken by more than a single person are joint and several obligations
- 1.4 Any covenant by the Tenant not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing
- 1.5 Rights excepted reserved or granted to the Landlord shall be construed as excepted reserved or granted to the Landlord and all persons authorised by the Landlord
- 1.6 The clause headings and the Schedule headings in this Lease are for reference only and shall not be deemed to form part of this Lease nor shall they affect the construction of this Lease
- 1.7 Any approval or consent required of the Landlord and any easement right power or discretion excepted reserved or available to the Landlord where required by this Lease shall be deemed in addition to require the consent of and to except reserve and make the same available to any mortgagee the Superior Landlord and any other superior landlord and any costs and expenses of the Landlord payable by the Tenant by virtue of this Lease shall include all costs and expenses that the Superior Landlord or any other superior landlord or mortgagee can recover from the Landlord

2. DEMISE AND RIGHTS

2.1 **Demise:** The Landlord demises the Premises to the Tenant TOGETHER WITH the rights specified in sub-clause 2.2 EXCEPTING AND RESERVING the rights specified in sub-clause 2.3 but SUBJECT TO the matters mentioned in sub-clause 2.4 for the Term the Tenant YIELDING AND PAYING by way of rent yearly and proportionately for any fraction of a year:

- (a) the Rent payable by equal quarterly payments in advance on the 25th day of March the 24th day of June the 29th day of September and the 25th day of December in each year with the first payment being for the period from and including the 20th day of December 2002 to the next succeeding quarter day thereafter (being an appropriate apportionment) to be made on the 20th day of December 2002
- (b) the Insurance Rent payable within seven days of demand therefor

- (c) the Service Charge payable by equal quarterly payments in advance on the usual quarter days subject to adjustment and review in accordance with the provisions of Schedule I to this Lease the first payment of the Service Charge for the period from and including the 20th day of December 2002 to the next succeeding quarter day thereafter (being an appropriate apportionment) to be made on the 20th day of December 2002
- (d) Value Added Tax on the foregoing rents if applicable thereto

2.2 Rights for the Tenant: The following rights (which are common to the Tenant and other occupiers of the Building) are included in the letting:

- (a) the running of water soil electricity and other services through the Conduits in the Building so far as is necessary for the use of the Premises by the Tenant for the use hereby permitted
- (b) the right to pass in common with others with or without vehicles over the roadway and areas coloured brown on the plan marked 'C' and the rear access road and the right as aforesaid to pass on foot only at all times in common with others over those parts of the Building shown for the purpose of identification only hatched Black on the Plan marked 'A' and the right to use other approaches to the Building which are necessary for the purpose of access to and egress from the Premises
- (c) the right to use for the purpose of escape in the case of emergency any fire escape and fire corridor in the Building as are from time to time designated by the Landlord for use by the Tenant
- (d) the right to park 6 private motor vehicles in the car parking spaces within the Common Parts shown coloured green on the plan marked 'B' annexed hereto and numbered 18 23 24 25 26 and 27
- (f) the rights granted in the Superior Lease

2.3 Exceptions and Reservations: There are excepted and reserved to the Landlord (and where appropriate to the Superior Landlord) the following rights:

- (a) the free and uninterrupted use of all Conduits which are in the Premises and serve other premises
- (b) to enter upon the Premises at all reasonable times upon reasonable notice (except in case of emergency when no notice shall be required) for the purpose of:
 - (i) inspecting viewing and recording the condition of the Premises
 - (ii) repairing maintaining altering or cleaning any part of the Building or premises adjoining the Building
 - (iii) inspecting maintaining cleansing repairing renewing and replacing the Conduits and making connections thereto
 - (iv) executing or permitting or suffering the execution of works or alterations to any premises forming part of the Building or to any premises adjoining the Building in such manner as the Landlord shall think fit

- (v) complying with any of its obligations under this Lease or under the Superior Lease or for any other reasonable purpose connected with the management of the Building (including entry provided for in any other provision of this Lease)
- (vi) using or obtaining access to any of the fire escapes or routes of escape in the Building (whether or not in existence at the date hereof)

the person or persons exercising such rights making good any damage caused to the Premises

- (c) all rights of light and air support shelter and protection which the Building (including the Premises) enjoys over any other property
- (d) the rights excepted and reserved by the Superior Lease
- (e) full right and liberty at any time or times hereafter to build upon rebuild or alter in height or otherwise the Building or any nearby building notwithstanding that the access of light and air to the Premises and the lights windows and openings thereon or any other liberty easement right or advantage belonging to the Tenant or the enjoyment of the Premises may be diminished or interfered with or prejudicially affected
- (f) all rights of entry mentioned in Clause 3 of this Lease

2.4 **Rights and other matters affecting the Premises:** All matters referred to or mentioned in Schedule II and the Superior Lease (if any)

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

3.1 Pay rents:

- (a) To pay the Rent the Insurance Rent and the Service Charge at the times and in the manner described in Clause 2.1 (without any deduction or set-off whether legal or equitable) such payment if required by the Landlord to be made by bankers order or credit transfer to such bank and account as the Landlord shall from time to time nominate
- (b) For the avoidance of doubt the Tenant from time to time shall be liable for and pay all rents and other sums which first fall due whilst the Term is vested in such Tenant whether or not such rents and other sums relate to a period before the Term became vested in such Tenant

3.2 Pay Outgoings:

- (a) To pay on demand all existing and future rates taxes assessments impositions and outgoings whatsoever assessed or imposed on or in respect of the Premises (whether assessed or imposed on the Landlord or the Tenant and whether or not of a capital or non-recurring nature)

- (b) If any general rate water rate cost of supply of gas or electricity or other outgoing is assessed on the Building and paid by the Landlord to repay to the Landlord on demand such proportion of it as is fair in the reasonable opinion of the Landlord

3.3 **Interest on late payment:** If any rent or other sums payable by the Tenant to the Landlord under this Lease shall be due but unpaid for seven (7) days to pay on demand to the Landlord interest at the Prescribed Rate from time to time (after as well as before any judgment of the Courts) on such money from the due date until payment PROVIDED THAT this sub-clause shall not prejudice any other right or remedy of the Landlord in respect of such money

3.4 **Repair and Decoration:** To put and keep the Premises in good and substantial repair and decorative condition and to keep the same clean AND at the Termination of the Term to give up the Premises and the Tenant's fixtures and fittings (save for those Tenant's fixtures and fittings which the Landlord has prior to the Termination of the Term permitted in writing the Tenant to remove) duly repaired and decorated in accordance with the provisions of this sub-clause clean and tidy and clear of any furniture goods or refuse and any Tenant's signs and to return to the Landlord all keys to the Premises PROVIDED THAT:

- (a) in the year 2003 and in the last three months of the Term the Tenant shall properly repair and paint with at least two coats of good quality paint and paper the Premises as the same are now painted and papered and such painting and papering in the last three months of the Term shall be done in colours first approved in writing by the Landlord and the Superior Landlord
- (b) damage by any of the Insured Risks is excepted from the Tenant's liability under this sub-clause unless the whole or any part of the insurance money is irrecoverable by reason of any act or default of the Tenant or its invitees
- (c) the Tenant shall make good any damage caused to the Premises by the removal of the Tenant's fixtures fittings furniture and effects
- (d) the Tenant shall make good all damage caused to the Landlord's and the Superior Landlord's fixtures and fittings and if any of them shall become lost destroyed or beyond repair shall replace the same with articles of a similar description and value

3.5 **Conduits and Windows:**

- (a) To keep the Conduits which solely serve the Premises clear and unobstructed and not to do anything which causes an obstruction in any drain or pipe in or serving the Building
- (b) To take all necessary precautions against frost damage to any Conduits or other water apparatus in the Premises
- (c) To clean the windows and any glass in the doors and skylights of the Premises at least once in every month

3.6 **Notifying Landlord:** To notify the Landlord of any defect or lack of repair in the Building of which the Tenant becomes aware

3.7 **Compliance with Acts and other requirements:**

- (a) To comply with all requirements of all Acts and do all things on or in respect of the Premises which are required by the Acts and to keep indemnified the Landlord against all claims demands costs expenses and liability in respect of any breach of this obligation or any matter arising from the Acts
- (b) To comply with all requirements and regulations of the relevant supply authority as to the electrical or other service installation in the Premises
- (c) To comply with all requirements and recommendations from time to time of the appropriate authority in relation to fire precautions affecting the Premises
- (d) In relation to any work that the Tenant carries out to or upon the Premises to which the Construction (Design and Management) Regulations 1994 (the "CDM Regulations") apply the Tenant shall:
 - (i) as soon as reasonably practicable and in any event before the commencement of such work make a declaration to the Health and Safety Executive in accordance with Regulation 4 of the CDM Regulations stating that it shall be the only client in relation thereto
 - (ii) upon completion of such work supply to the Landlord (without charge and subject to an irrecoverable royalty fee licence in favour of the Landlord and/or its agents to use the same for any purpose connected with the Building) a copy of the health and safety file relating to such work and any other information relevant to health and safety and make the health and safety file available for inspection as soon as reasonably practicable after a request from the Landlord and
 - (iii) as soon as reasonably practicable after it becomes aware of any information relevant to health and safety in relation to the Premises provide such information to the Landlord
- (e) If any works are carried out to or upon the Premises (including any repairs decorative works alterations or additions) to ensure that the environmental impact (including both harm to the environment and to human health and safety) is minimised insofar as is reasonably practicable and in particular to ensure that:
 - (i) reasonable skill care and diligence is used in the selection of the materials and products to be used; and
 - (ii) good practice is used as measured against the relevant profession in the United Kingdom; and
 - (iii) any materials or products used are suitable with regard to their impact on the environment and with regard to the durability of the Premises
- (f) Not to cause or suffer any poisonous noxious contaminative polluting or offensive substance to be produced upon or emitted or discharged from the Premises

3.8 **Landlord's entry:** To permit entry to the Landlord and all others so entitled for the purpose of exercising the rights excepted and reserved in Clause 2.3 or for any purpose connected with the Landlord's obligations in the Superior Lease or in this Lease

3.9 **Assignment underletting etc:** Save as permitted by the following provisions of this Lease not to assign underlet mortgage charge or share or part with the possession of the whole or any part of the Premises or share the occupation of the Premises nor permit any person deriving title from the Tenant to do so:

(a)

(i) Not to assign the whole of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) PROVIDED THAT (for the purposes of sub-section 19(1A) of the Landlord and Tenant Act 1927) the Landlord shall be entitled:

(aa) to withhold its consent in any of the circumstances set out in sub-clause 3.9.(a)(iii)

(bb) to impose all or any of the matters set out in sub-clause 3.9(a)(iv) as a condition of its consent

(ii) The proviso to clause 3.9(a)(i) shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable

(iii) The circumstances referred to in clause 3.9(a)(i)(aa) above are as follows:

(aa) where in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants in the Lease throughout the residue of the Term

(bb) where the proposed assignee can claim diplomatic or state immunity (but to avoid doubt this circumstance shall not apply where the proposed assignee is the Government of the United Kingdom of Great Britain and Northern Ireland or any department thereof)

(cc) where the proposed assignee is not (in the case of a corporation) registered or (in any other case) resident in the European Union

(dd) where in the reasonable opinion of the Landlord the value of the Landlord's interest in the Premises would be substantially diminished or otherwise substantially adversely affected by the proposed assignment on the assumption (whether or not a fact) that the Landlord wished to sell its interest the day following completion of the assignment of this Lease to the proposed assignee

(ee) the Superior Landlord refuses to grant its consent

(iv) The conditions referred to in clause 3.9(a)(i)(bb) (and which are to be fulfilled prior to completion of the proposed assignment) are as follows:

(aa) the delivery to the Landlord of a deed (being an authorised guarantee agreement within section 16 of the Landlord and Tenant (Covenants)

Act 1995) entered into by the Tenant as Covenantor in such form as the Landlord may reasonably determine)

- (bb) the payment to the Landlord of all rents and other sums which have fallen due under the Lease prior to the date of the proposed assignment
 - (cc) the giving of any requisite consent of any superior landlord or mortgagee and the fulfilment of any lawful condition of such consent including compliance with Clause 3 sub-clause 19 of the Superior Lease
 - (dd) where the Landlord reasonably so requires the delivery to the Landlord of a deed of guarantee entered into by one or more third party guarantors reasonably acceptable to the Landlord in such form as the Landlord may from time to time reasonably determine
- (b) Not (without the Landlord's prior written consent which shall not be unreasonably withheld)
- (i) to mortgage or charge the Premises as a whole or
 - (ii) to allow any person deriving title from the Tenant to mortgage or charge the Premises as a whole
- (c) Not to underlet the whole of the Premises without the Landlord's prior written consent which shall not be unreasonably withheld where the following conditions are met:
- (i) the underletting shall be at a full rack rent and not less than that reserved by the Superior Lease and on the same terms (mutatis mutandis) as this Lease and no premium shall be taken from the undertenant or any other person in respect of the underletting;
 - (ii) the underlease shall contain a provision for upward rent review to the then current market rental value at the same time as each Review Date specified in Schedule I;
 - (iii) the provisions of Clause 3 sub-clause 19 of the Superior Lease are complied with;
 - (iv) the underlease shall provide:
 - (aa) that the undertenant shall not assign underlet mortgage charge or part with the possession of part only of the Premises or share the occupation of the Premises;
 - (bb) that the undertenant shall not underlet or part with possession of the whole of the Premises (save by way of an assignment of the whole as mentioned below)
 - (cc) that the undertenant shall not assign the Premises as a whole without the prior written consent of both the Landlord and the Tenant under this Lease (which consent shall not be unreasonably withheld) and

subject to the provisions for assignment reflecting the terms of sub-clause 3.9

- (v) prior to the grant of any underlease and to any undertenant being permitted to occupy the Premises to obtain from the appropriate Court upon the joint application of the Tenant and the prospective undertenant an order pursuant to Section 38(4) of the Landlord and Tenant Act 1954 authorising the tenancy to be created by the proposed underlease to contain a provision excluding the operation of Sections 24 to 28 of the Landlord and Tenant Act 1954 as amended by the Law of Property Act 1969 in relation to the proposed underletting and to include in such underlease a provision excluding the operation of the said Sections 24 to 28 of the said Act.
- (d) Not to vary the terms of any underlease or take a surrender of part of the Premises comprised in any underletting but to take all necessary steps to enforce the covenants on the part of the undertenant in any underlease
- (e) Upon every underletting if so required by the Landlord to procure that the intending undertenant shall join in the licence to underlet to give a direct covenant to the Landlord to perform and observe the covenants by the Tenant in this Lease (other than for payment of the Rent and the Insurance Rent and the Service Charge)
- (f) Upon every application for consent required by the foregoing sub-clauses to disclose to the Landlord such information as to the terms of the proposed transaction as the Landlord shall require
- (g) Within one month after its date to produce to the Landlord every underlease assignment charge mortgage or document evidencing a devolution of this Lease or the Premises paying a reasonable fee of not less than Thirty-five Pounds (£35.00) plus Value Added Tax for each such registration and at the same time to provide the Landlord with a certified copy of such underlease assignment charge mortgage or other document
- (h) To supply to the Landlord in writing whenever requested the names and addresses of any tenant deriving title from the Tenant together with details of the rent payable by any such tenant and the other terms of such tenancy

3.10 Alterations:

- (a) Not to make any alteration or additions whatsoever to the Premises other than in accordance with Clause 3 sub-clause 22 of the Superior Lease PROVIDED THAT:
 - (i) the Tenant may make non-structural alterations to the Premises with the Landlord's prior written consent (such consent not to be unreasonably withheld); and
 - (ii) the Tenant may erect take down or alter demountable partitioning without any such consent being required as aforesaid subject to the Tenant providing to the Landlord a copy of the plan of such alterations prior to the carrying out thereof

and it being the responsibility of the Tenant to ensure that such partitioning does not interfere with the operation of any ventilation heating or air conditioning system serving the Building

- (b) At the Termination of the Term (unless otherwise directed by the Landlord) substantially to reinstate the Premises to the same condition as they were in prior to the carrying out of any alterations such reinstatement to be carried out to the reasonable satisfaction of the Landlord or Landlord's Surveyor
- 3.11 **Signs:** Not without the Landlord's written consent to place or display on the Premises so as to be visible from the outside any poster notice advertisement name or sign except the name of the Tenant displayed in a position and in a manner first approved in writing by the Landlord at the entrance to the Premises
- 3.12 **Nuisance:** Not to do anything upon the Premises which is or may become a nuisance damage or annoyance to the Superior Landlord the Landlord or to the tenant or occupier of any adjoining or nearby premises and not to install or use in or upon the Premises any machinery equipment or apparatus which causes noise (including music) or vibration which can be heard or felt outside the Premises or in adjoining premises
- 3.13 **User:**
- (a) Not to use the whole or any part of the Premises:
 - (i) for any illegal or immoral purpose or for any offensive noisy or dangerous trade business or manufacture
 - (ii) for any purpose other than as high class business or professional offices (not being for banking or offices associated therewith or for a building society)
 - (b) Not to allow any person to reside or sleep on the Premises
- 3.14 **Use of Common Parts Fire Escape:**
- (a) To make good immediately any damage done to the Common Parts by the Tenant or any employee or invitee of the Tenant and not to place or leave anything in the Common Parts or otherwise obstruct them; and
 - (b) Not to use (except in the case of fire or other emergency) or obstruct the fire escapes in the Building and to comply with the Fire Authority's regulations relating to their use
- 3.15 **Not to overload structure etc:** Not to overload the floors or structure of the Premises or the electrical or other services in the Premises
- 3.16 **Notices served on Tenant:**
- (a) To supply the Landlord with a copy of any notice order or proposal for a notice or order affecting the Premises served on the Tenant by any competent authority (or received by the Tenant from any undertenant or other person) immediately it is received by the Tenant and without delay to take all reasonable or necessary steps to comply with any such notice or order

- (b) At the expense of the Tenant to make or join with the Landlord in making such objections or representations against or in respect of any such notice or order or proposal for the same as the Landlord shall reasonably require
- (c) Forthwith upon becoming aware of the same to give full details to the Landlord of any damage to or any defect or want of repair in the Building which may give rise to a duty or obligation on the Landlord or of anything which may adversely affect the Landlord's interest in the Building

3.17 Planning Applications:

- (a) Not without the Landlord's written consent to make any application for planning permission affecting the Premises or to implement any such permission
- (b) Not at any time during the said Term to apply for consent or to begin or carry out on the Premises any development which might involve the Landlord in payment of any tax levy charge or other fiscal liability as a result of such development

3.18 Preserve easements: To preserve so far as the Tenant is able all rights of light and other easements enjoyed by the Premises and at all times to afford to the Landlord such facilities and assistance as may enable the Landlord to prevent anyone acquiring any right of light or other easement over the Premises

3.19 Landlord's expenses: To pay the Landlord's expenses (including without limitation legal costs and architects and surveyors' fees):

- (a) incidental to any contemplated or actual notice or proceedings preparatory to forfeiture of this Lease for a breach of its terms even if forfeiture is avoided without a court order
- (b) incidental to the preparation and service of all notices and Schedules relating to wants of repair to the Premises and whether served during or after the Termination of the Term (but relating in all cases to such wants of repair that accrued not later than the Termination of the Term)
- (c) resulting from all applications by the Tenant for any consent required by this Lease (whether or not such consent is granted)
- (d) resulting from any breach by the Tenant of any of its obligations under this Lease

3.20 Remedy of Breaches:

- (a) The Tenant shall remedy all breaches of covenant (in particular but without limitation breaches of the Tenant's covenant in sub-clause 3.4) notified by the Landlord to the Tenant in writing as soon as possible and in any event within one month after service of the notice (or sooner if reasonably considered necessary by the Landlord)
- (b) If the Tenant fails to remedy the relevant breach within the specified period the Landlord may enter the Premises and remedy the breach and all costs and expenses incurred by the Landlord shall be a debt due to the Landlord and paid by the Tenant on demand

- (c) The Landlord shall not be obliged to compensate the Tenant for any loss suffered by the Tenant for any nuisance annoyance inconvenience noise or vibration caused as a result of any such entry and the remedying of such breach
- 3.21 **Indemnity:** To indemnify the Landlord against all losses damages proceedings actions claims demands costs and expenses incurred or suffered by the Landlord as a result of any breach by the Tenant of any of the Tenant's obligations contained in this Lease
- 3.22 **Comply with Regulations:** To comply with all such regulations (consistent with the terms of this Lease) for the proper management of the Building as the Landlord shall make from time to time and communicate in writing to the Tenant (including without prejudice to the generality of the foregoing regulations as to the security of the Building and the manner of use of the Common Parts)
- 3.23 **Landlord's Title:** Not to do any act or thing which would constitute a breach of the covenants on the part of the lessee contained in the Superior Lease or contained in the documents referred to in Schedule II hereto
- 3.24 **Value Added Tax:**
- (a) To pay to the Landlord such amount of Value Added Tax as shall be applicable thereto at the rate for the time being in force in respect of any rent or other moneys payable by the Tenant and in every case where the Tenant is obliged to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax which may be payable thereon
- (b) In every case where the Tenant has agreed to reimburse the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease that the Tenant shall also reimburse any Value Added Tax paid by the Landlord on such payment
- 3.25 **Superior Lease:** At all times during the Term to observe and perform the covenants on the part of the lessee contained in the Superior Lease (and as though every matter requiring the consent or approval of the Superior Landlord shall also require the consent or approval of the Landlord) so far as they relate to the Premises (save as to payment and review of rent and the covenant to insure the Building and payment of insurance) and at all times to indemnify the Landlord and keep the Landlord so indemnified from and against the said covenants so far as aforesaid and all actions proceedings costs claims demands expenses and liability in respect thereof but so that this covenant shall nevertheless take effect as a covenant of obligation with the Landlord as well as a covenant of indemnity

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

- 4.1 **Quiet Enjoyment:** That as long as the Tenant pays the rents reserved by this Lease and complies with the terms of this Lease the Tenant may enjoy the Premises peaceably during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

4.2 **Provision of Services:** If and so long as and to the extent that the Tenant shall pay the Service Charge to use reasonable endeavours:

- (a) during the Permitted Hours:
 - (i) to provide sufficient supplies of cold water to the toilet accommodation and hot water to the hot water taps in the basins installed in the toilet accommodation in the Common Parts
 - (ii) to maintain the lift (if any) in the Building in good repair
 - (iii) to supply heat to the existing space heating system (if any) in the Premises and in the Common Parts during the cold season between dates to be determined at the reasonable discretion of the Landlord
- (b) to keep the Common Parts adequately repaired decorated lighted cleaned and furnished
- (c) to carry out such repairs to the roof exterior and main structure and external areas of the Building and to the Conduits serving the Building as are reasonably necessary for the proper enjoyment of the Premises by the Tenant

PROVIDED THAT the Landlord shall not be liable for any failure or interruption of any service or the failure to carry out any work as aforesaid due to necessary repair replacement or maintenance of any apparatus or installation or unavoidable shortage of fuel materials water or labour or any cause beyond the Landlord's control and provided further that the Landlord may at its discretion extend diminish or otherwise vary the services provided in the Building

4.3 **Superior Lease:** To pay the rent(s) reserved by and to perform and observe the covenants on the part of the lessee in the Superior Lease so far as the same are not the responsibility of the Tenant under the provisions of this Lease

5. INSURANCE

It is hereby agreed as follows:

5.1 Tenant's Obligations:

- (a) The Tenant shall not (by act or omission) do anything which may invalidate any insurance policy effected by the Landlord in respect of the Building or increase the premium for it
- (b) Without prejudice to the rights of the Landlord in respect of any breach of sub-clause 5.1(a) the Tenant shall repay to the Landlord or the Superior Landlord (as appropriate) on demand all sums paid by way of increased premiums and all losses or damages suffered by the Landlord and/or the Superior Landlord by reason of any breach by the Tenant of the said sub-clause
- (c) In the event of the Premises or any part thereof or any other part of the Building being damaged or destroyed by any of the Insured Risks and the insurance money under any insurance against the same effected thereon by the Landlord or the Superior Landlord

being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant shall forthwith pay to the Landlord or the Superior Landlord (as appropriate) the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the Premises or the Building (as appropriate)

5.2 **Rent Suspension:** Where the rent (and other payments due to the Superior Landlord) payable under the Superior Lease shall be cancelled suspended abated or reduced during the period when all or part of the Premises cannot be put to its accustomed use because of damage by an Insured Risk then the rent firstly reserved hereunder shall be to the same extent cancelled suspended abated or reduced (as appropriate) unless or to the extent that the insurers properly withhold payment under the policy because of something done or not done by the Tenant PROVIDED THAT any dispute concerning this sub-clause shall be referred to a single arbitrator appointed (in default of agreement) by the President (or other the Chief Officer or Acting Chief Officer) of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996

5.3 **Termination in the event of destruction or damage:**

- (a) If the whole or a substantial part of the Premises shall be destroyed or damaged by any of the Insured Risks so as to be rendered unfit for use then:
 - (i) the Landlord may within six months of the date of such destruction or damage terminate this Lease by service on the Tenant of not less than six months' notice in writing and on the expiry of such notice this Lease shall determine
 - (ii) if such destruction or damage shall not have been reinstated by the date three years following the date of such destruction or damage either the Landlord or Tenant may terminate this Lease by service of six months' notice in writing to the other and on the expiry of such notice this Lease shall determine
- (b) Any determination of this Lease pursuant to sub-clause 5.3(a) shall be without prejudice to any right or remedy of the Landlord against the Tenant in respect of any antecedent breach by the Tenant of his obligations contained in this Lease and in the case of such determination all insurance monies shall (for the avoidance of doubt) belong to and be paid to the Landlord absolutely

6. GENERAL PROVISIONS

It is hereby agreed and declared as follows:

6.1 **Forfeiture:** This Lease is made on the express condition that if:

- (a) any of the rents hereby reserved shall be in arrear and unpaid for twenty-one days next after the same shall become due (whether legally demanded or not)
- (b) there shall be a breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or conditions herein contained

- (c) the Tenant (being a company) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction not involving the return of capital) or have a winding-up order made against it or have a receiving order made against it or shall have a receiver or administrator of it or any of its assets appointed or
- (d) the Tenant (being an individual) be adjudicated as bankrupt or commit an act of bankruptcy
- (e) the Tenant shall suffer any distress or execution to be levied on the Premises or the contents thereof or make any composition arrangement or assignment for the benefit of creditors or shall take the benefit of any Act for the relief of debtors

then and in any such case the Landlord or its agents may forthwith (or at any time thereafter) notwithstanding the waiver or implied waiver of any previous right of re-entry arising under this Lease re-enter upon the Premises or any part thereof in the name of the whole whereupon the Term shall absolutely determine but without prejudice to any rights or remedies which may have then accrued to the Landlord in respect of arrears of rent or other subsisting breach of any condition or covenant or agreement on the part of the Tenant herein contained

6.2 **Exclusion of rights to light:** The Landlord shall be entitled to alter add to and execute works on other parts of the Building and the Landlord's adjoining and nearby premises notwithstanding that the access of light and air to the Premises may be interfered with and the Landlord shall not be liable to pay any compensation by virtue of its exercising these rights

6.3 **Modification of Common Parts:** The Landlord and the Superior Landlord shall be entitled at their discretion:

- (a) to alter the arrangement of the Common Parts or
- (b) where it is reasonably necessary to do so in connection with any works of repair renewal maintenance decoration or alteration to suspend use of the Common Parts

6.4 **Exclusion of Landlord's liability:** The Landlord shall not be responsible to the Tenant nor to any other person in the Premises or the Building for any:

- (a) accident happening or injury suffered in the Building; or
- (b) damage to or loss of any goods or property sustained in the Building; or
- (c) act omission or negligence of any employee of the Landlord

6.5 **Tenant's property at the end of the Term:** If at the end of the tenancy any furniture or effects belonging to the Tenant are left in the Premises for more than seven days the Landlord shall have power to sell the same as agent for and on behalf of the Tenant and the Landlord shall pay or account to the Tenant on demand for the proceeds of sale (but not any interest thereon) less any costs of storage and sale reasonably incurred by the Landlord and any other sums still remaining due to the Landlord under the terms of this Lease

6.6 **Modification of Covenants:** The Landlord and the Superior Landlord shall be entitled at their discretion to deal with modify or vary all or any covenants of which the Building has the benefit

- 6.7 **Exclusion of Statutory Compensation:** Neither the Tenant nor any assignee or undertenant shall be entitled to any compensation whether under the Landlord and Tenant Act 1954 or otherwise upon quitting the Premises
- 6.8 **Rent review:** The Rent shall be reviewed on the same dates as for the review of rent payable under the Superior Lease and (if appropriate) increased in accordance with the provisions of clause 4 of the Superior Lease
- 6.9 **Superior Lease ceasing to exist:** If this Lease shall be subsisting at any time when the Superior Lease has for any reason ceased to exist then with effect from and including the date of such cesser the covenants and provisions of the Superior Lease incorporated herein by reference shall nevertheless continue in force by reference to the terms of the Superior Lease
- 6.10 **Admission:** The Tenant admits that it has seen a copy of the Superior Lease
- 6.11 **Contracts (Rights of Third Parties) Act 1999:** It is hereby agreed and declared that no party who is not a party to this Lease shall be entitled in its own right to enforce any of the terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

7. **SECTION 38(4) ORDER**

Having been authorised to do so by an Order of the Reading County Court made on the ²¹ day of ~~November~~ 2002 under the provisions of Section 38(4) of the Landlord & Tenant Act 1954 (as amended) the parties hereto hereby agree that the provisions of Sections 24 to 28 of that Act as amended shall be excluded in relation to this Lease and the tenancy hereby created

SCHEDULE I
Service Charge

1. In this Schedule:

the "**Expenditure**": means all expenses and outgoings incurred by the Landlord in respect of the items described in paragraph 3 of this Schedule (so far as applicable)

the "**Account Year**": means the year ending on the 31st day of December or such other annual period as the Landlord may at its discretion from time to time determine

2. The Service Charge shall be the yearly sum of £6,544 and shall be increased upon the first anniversary from the date hereof (the "date of review" and "relevant date of review" shall be construed accordingly) and every subsequent anniversary so that the Service Charge payable shall be increased by the same proportion as the increase in the Index of Retail Prices (as published by the Central Statistical Office) over the preceding period of one year PROVIDED THAT:-

2.1 in the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in such Index if the reference base current at the date of execution hereof had been retained

2.2 in the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the Service Charge by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the increase of the Service Charge or with respect to the construction or effect of this Schedule the determination of the increase of the Service Charge or other matter in difference shall be determined by an independent valuer appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors upon the application of the Landlord or the Tenant which said valuer shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and giving the information assumed to be available for the operation of this clause and the costs of the independent valuer shall be paid by the Tenant

3. The expenses and outgoings comprising the Expenditure are the following costs properly incurred by the Landlord:

3.1 the costs incurred by the Landlord in complying with its obligations contained in Clause 3.2 of this Lease

3.2 insofar as the same do not fall within paragraph 3.1 the costs of:

(a) repairing renewing decorating furnishing cleaning and lighting the Building including the Common Parts but excluding those parts of the Building which are let (or intended for letting) and which are (or would be if let on the same terms as this Lease) the responsibility of the lessees of such parts

(b) providing a lift service (if any) for the Building

- (c) the provision maintenance repair replacement and renewal of such security and emergency systems fire escapes fire alarms fire regulation notices and fire prevention and fighting equipment for the Building as the Landlord deems necessary
- (d) the provision of composite name boards and directional signs (if any) in the Building
- (e) providing heat and air cooling and ventilation and hot and cold water to the Premises and to the Common Parts (including the provision repair maintenance renewal or replacement of the equipment plant and Conduits providing the same);
- (f) the cost of providing any additional services in accordance with the proviso to Clause 3.2 of this Lease;
- (g) insurance against third party employers and public liability in respect of the Building and engineering insurances for lifts boilers and electrical or mechanical equipment and apparatus in the Building (insofar as not included in the Insurance Rent)
- (h) all charges assessments impositions and outgoings of a regularly recurring nature payable by the Landlord in respect of the Building as a whole or any part of the Common Parts thereof
- (i) compliance by the Landlord with any lawful requirement notice regulation or order of any competent authority or under any Act in respect of the Building as a whole or any part thereof (not being the liability of any lessee or which is the liability of any lessee but in respect of which such lessee has failed to comply as aforesaid following the Landlord or the relevant competent authority having served written notice on such lessee requiring such compliance)
- (j) any contribution payable by the Landlord towards the expense of making repairing maintaining rebuilding or cleaning anything used for the Building in common with other nearby premises
- (k) the proper fees and expenses of the Landlord's Surveyor and any other person or firm employed by the Landlord for the management of the Building the collection of the rents payable by the Landlord's tenants in the Building (or if any such person is an employee of the Landlord a reasonable fee for the Landlord) Provided that so long as a scale or scales of fees shall be published by the Royal Institution of Chartered Surveyors for such management (including the collection of rent) the fees provided for by such scale or scales shall be deemed to be reasonable and proper within the meaning of this sub-paragraph
- (l) all fees and expenses payable to any surveyor accountant or other agent in connection with the preparation of any statement of Expenditure (or if such work is undertaken by employee/s of the Landlord then a reasonable fee to the Landlord for such work)
- (m) providing money from its own resources by way of loan or otherwise (together with interest thereon at the Prescribed Rate) or the cost (including interest payable thereon) of loan or overdraft facilities to finance the costs incurred by the Landlord in carrying out any of the Services in advance of reimbursement thereof

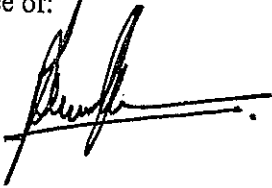
SCHEDULE II
Details of covenants and other obligations

Such as are contained or referred to in the register of Title No. SY527764

IN WITNESS whereof the parties to this Lease have caused this document to be executed as a Deed (but not delivered until this Lease is dated)

EXECUTED as a DEED by the said
JMA (UK) LIMITED
in the presence of:

)
)
)



Director



Director/Secretary