

PARTICULARS

Land Registry prescribed particulars

With the exception of LR13 and LR14 these particulars must not be deleted even if there is no information to put in them.

LR1. Date of lease	20[]
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered</i> BM[Enter new Title Number]</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> BM315929</p>
<p>LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Apollo 3 Developments (Gawcott) Limited Liability Partnership(Registration Number OC322641) whose registered office is at Millgate Barn, Radclive, Buckingham, Buckinghamshire MK18 4AB</p> <p>Tenant [] [(Company Registration Number [])] [of]/[whose registered office is at] []</p> <p>Other parties [Apollo 3] Management Company Limited (Company Registration Number 06017959) whose registered office is at Millgate Barn, Radclive, Buckingham, Buckinghamshire MK18 4AB - Management Company</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p>
LR4. Property	In the case of a conflict between this

<p><i>Insert a full description of the land being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Unit Number [] Radclive Road Gawcott Buckinghamshire and more particularly described in The First Schedule</p>
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term is as follows: 999 years from and including 29th September 2006</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>[£] plus VAT</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p>	<p>LR9.1 Tenant's contractual rights to</p>

<p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p>
	<p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See The Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See The Third Schedule</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>

<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed on behalf of [Apollo 3] Management Company Limited of Millgate Barn, Radclive, Buckingham, Buckinghamshire MK18 4AB by its Secretary or Conveyancer</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>[To be completed]</p>

Other particulars

15. Annual Rent	A peppercorn
16. Rent Commencement Date	The date hereof
17. Rent Review Dates	None
18. Permitted Use	High class offices
19. Car Parking Spaces	Edged brown on the Plan subject to the provisions of paragraph 6 of the Second Schedule
20. Block Service Charge Percentage	[]%
21. Car Parking Service Charge Percentage	[]%
22. Estate Service Charge Percentage	[]%
23. Plan	The plan annexed hereto

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LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 2002

COUNTY AND DISTRICT: Buckinghamshire: Aylesbury Vale

TITLE NUMBER(S): [Enter new Title Number]

PROPERTY: Land on the East side of Radclive Road Gawcott Buckinghamshire

PARTIES:

(1) The Landlord specified in panel LR3 of the Particulars ("the Landlord")

(2) The Management Company specified in panel LR2 of the Particulars ("the Management Company")

(3) The Tenant specified in panel LR3 of the Particulars ("the Tenant")

THIS LEASE WITNESSETH as follows:-

1. DEFINITIONS

1.1 IN this Lease the terms defined in this sub-clause and in the Particulars shall for all the purposes hereof have the meanings specified:-

1.1.1 **"the Accounting Period"** shall mean a period commencing on the 1st day of January and ending on the 31st day of December in any year or such other period as the Landlord shall from time to time specify

1.1.2 **"the Annual Rent"** means the annual rent specified in Paragraph 15 of the Particulars

1.1.3 **"the Block"** means the block or blocks of office units erected on the Estate shown edged blue on Plan No. 1 of which the Premises forms part

- 1.1.4 **"the Block Common Parts"** means all entrances passages landings lifts staircases (internal and external) means of refuse disposal roofs main walls columns floor slabs foundations Conducting Media (save for any exclusively serving any of the office units in the Block) landscaped areas entrance video plant boxes communal television aerial cable television and other areas and facilities provided for the common use of the Block
- 1.1.5 **"the Block Service Charge"** means the percentage of the Block Service Total Expenditure specified in paragraph 20 of the Particulars
- 1.1.6 **"the Block Service Total Expenditure"** means the total expenditure incurred in any Accounting Period in providing the Block Services and may include any other costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):-
- 1.1.6.1 the cost of employing the Managing Agents
 - 1.1.6.2 the costs of any Accountant or Surveyor employed to determine the Block Service Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
 - 1.1.6.3 any interest bank or other charges arising from the Landlord or the Management Company borrowing money or giving guarantees to enable them to carry out their respective obligations under the terms of this Lease
 - 1.1.6.4 all Value Added Tax or other similar tax payable by the Landlord or the Management Company (as the case may be) in respect of the matters set out in Part I of the Tenth Schedule insofar as the same are not recoverable by the Landlord or the Management Company (as the case may be)

- 1.1.6.5 all professional charges fees and expenses payable by the Landlord or the Management Company in respect of the matters mentioned in Sub-clauses 1.1.6.1 and 1.1.6.2 above insofar as not specifically charged in Part I of the Tenth Schedule
- 1.1.7 **"the Block Services"** means the services set out in Part I of the Tenth Schedule
- 1.1.8 **"the Car Park"** means the car park on the Estate
- 1.1.9 **"the Car Park Common Parts"** means all main entrances passages lifts (if any) staircases (internal and external) (if any) means of access roads and other areas and facilities provided for the common use of users of the Car Park and their visitors
- 1.1.10 **"the Car Park Services"** means the services set out in Part III of the Tenth Schedule
- 1.1.11 **"the Car Park Service Charge"** means the percentage of the Car Park Service Total Expenditure specified in paragraph 21 of the Particulars
- 1.1.12 **"the Car Park Service Total Expenditure"** means the total expenditure incurred in any Accounting Period in providing the Car Park Services and may include any other costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):
- 1.1.12.1 the cost of employing the Managing Agents
- 1.1.12.2 the costs of any Accountant or Surveyor employed to determine the Car Park Service Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
- 1.1.12.3 any interest bank or other charges arising from the Landlord or the Management Company borrowing

money or giving guarantees to enable them to carry out their respective obligations under the terms of this Lease

- 1.1.12.4 all Value Added Tax or other similar tax payable by the Landlord or the Management Company (as the case may be) in respect of the matters set out in Part III of the Tenth Schedule insofar as the same are not recoverable by the Landlord or the Management Company (as the case may be)
- 1.1.12.5 all professional charges fees and expenses payable by the Landlord or the Management Company in respect of the matters mentioned in Sub-Clauses 1.1.12.1 and 1.1.12.2 above insofar as not specifically charged in Part III of the Tenth Schedule
- 1.1.13 **"the Common Parts"** means the Block Common Parts and the Estate Common Parts
- 1.1.14 **"the Common Parts Lease"** means the Lease of the Common Parts the Car Park and the Car Park Common Parts dated [] and made between the Landlord and Alliance Trust Pensions Limited (1) and the Management Company (2)
- 1.1.15 **"the Conducting Media"** means sewers drains pipes wires cables ducts and any other types of conducting media from time to time used for the passage of soil water gas electricity or other services of any kind either now existing or created at any time within the Perpetuity Period and any fixtures and fittings connected to or forming part of any Conducting Media
- 1.1.16 **"the Contractual Term"** the term of years granted by this Lease as specified in Panel LR6 of the Particulars
- 1.1.17 **"the Estate"** means the Landlord's estate on the east side of Radclive Road, Gawcott, Buckinghamshire and shown edged green on the Plan together with any adjoining land

owned by the Landlord at any time during the Term and which shall include (where the context so admits) the Common Parts and the Car Park

- 1.1.18 **"the Estate Common Parts"** means all main entrances passages lifts (if any) staircases (internal and external) means of refuse disposal access roads walkways ornamental lakes and ponds gates landscaped areas entrance video plant boxes communal television aerial cable television and other areas and facilities provided for the common use of occupiers of the Estate and their visitors other than the Car Park Common Parts and the Block Common Parts
- 1.1.19 **"the Estate Service Charge"** means the percentage of the Estate Service Total Expenditure specified in paragraph 22 of the Particulars
- 1.1.20 **"the Estate Service Total Expenditure"** means the total expenditure incurred in any Accounting Period in providing the Estate Services and may include any other costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):-
- 1.1.20.1 the cost of employing the Managing Agents
 - 1.1.20.2 the costs of any Accountant or Surveyor employed to determine the Estate Service Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
 - 1.1.20.3 any interest bank or other charges arising from the Landlord or the Management Company borrowing money or giving guarantees to enable them to carry out their respective obligations under the terms of this Lease
 - 1.1.20.4 all Value Added Tax or other similar tax payable by the Landlord or the Management Company (as the case may be) in respect of the matters set out in Part II of the Tenth Schedule insofar as the

same are not recoverable by the Landlord or the Management Company (as the case may be)

1.1.20.5 all professional charges fees and expenses payable by the Landlord or the Management Company in respect of the matters mentioned in Sub-clauses 1.1.20.1 and 1.1.20.2 above insofar as not specifically charged in Part II of the Tenth Schedule

1.1.21 **"the Estate Services"** means the services set out in Part II of the Tenth Schedule

1.1.22 **"the Excepted Rights"** means the easements rights and privileges specified in the Third Schedule

1.1.23 **"the Included Rights"** means the easements rights and privileges specified in the Second Schedule

1.1.24 **"the Insured Risks"** means risks (subject to the same being insurable in the London Insurance Market on reasonable commercial terms) in respect of loss or damage by fire explosion storm lightning flood burst pipes escape of water impact riot civil commotion malicious damage earthquake aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom and such of the following risks against which the Landlord can and has effected such insurance on reasonable commercial terms:-

1.1.24.1 liability of the Landlord arising out of or in connection with any matter involving or relating to the Estate and

1.1.24.2 subsidence and heave

1.1.24.3 the loss of Interim Charge Service Charges and Car Park Service Charge payable under this Lease from time to time for three years or such longer period as the Landlord may from time to time reasonably deem to be necessary for the purposes of planning and carrying out rebuilding or reinstating

- 1.1.24.4 property owner's and third party risks
- 1.1.24.5 such other risks as the Landlord shall think fit
- 1.1.25 **"the Interim Charge"** means such sum to be paid on account of the Service Charges or as the case may be the Car Park Service Charge in respect of each Accounting Period as the Landlord or the Management Company or the Managing Agents shall specify to be a fair interim payment Provided That if it should appear necessary or appropriate to adjust the Interim Charge during any Accounting Period the Interim Charge may be increased or decreased (as the case may be) by the relevant adjustment being made to the amount of Interim Charge demanded at any time
- 1.1.26 **"the Managing Agents"** means such agents as may be employed from time to time by either the Landlord or the Management Company for the management of the Estate and may include an employee of the Landlord or the Management Company
- 1.1.27 **"the Management Transfer"** means the transfer of the Estate to be entered into between the Landlord and the Management Company
- 1.1.28 "Normal Office Hours" means 8.00am to 6.00pm Monday to Friday inclusive excluding public and bank holidays
- 1.1.29 **"the Owners"** means the tenants and the owners and their respective successors in title of the other office units on the Estate
- 1.1.30 **"Permitted Use"** means the use specified in Panel 18 of the Particulars
- 1.1.31 **"the Perpetuity Period"** means the first eighty years of the Term
- 1.1.32 **"the Premises"** means the property referred to in panel LR4 of the Particulars

- 1.1.33 **"the Premium"** means the sum of money specified in paragraph 7 of the Particulars
- 1.1.34 **"the Rents"** means the rents reserved by clauses 2.1, 2.2 and 2.3 hereof
- 1.1.35 **"the Service Charges"** means the Block Service Charge and the Estate Service Charge
- 1.1.36 **"the Term"** means the Contractual Term including (where the context so admits) any period of holding over or extension thereof or continuation thereof whether by statute or common law
- 1.2 Unless the context otherwise requires:-
- 1.2.1 where there are two or more persons included at any time in the expression "the Landlord" and/or "the Tenant" covenants contained in this Lease which are expressed to be made by the Landlord and/or the Tenant (as appropriate) shall be deemed to be made by such persons jointly and severally
- 1.2.2 any reference to an Act of Parliament or statute (whether generally or specifically) shall include any modification extension or re-enactment thereof from time to time in force and shall also include all instruments orders plans regulations permissions and directions made issued or given thereunder or deriving validity therefrom
- 1.2.3 every obligation on the part of the Tenant in this Lease not to do specified acts or things shall include an obligation not to permit or suffer the same to be done
- 1.2.4 in any case where the consent or approval of the Landlord is required under the provisions of this Lease the giving of such consent shall be conditional upon the consent of any chargee also being obtained so far as may be required by the provisions of any charge
- 1.2.5 the Landlord shall include the person from time to time entitled to the reversion immediately expectant on the determination of the Term

- 1.2.6 the Tenant shall include its successors in title and permitted assigns and in the case of an individual shall include his personal representatives
- 1.2.7 the Management Company shall include its successors in title
- 1.2.8 the singular shall include the plural and one gender shall include another
- 1.2.9 references to persons shall include references to individuals trustees and entities corporate or otherwise
- 1.3 References to Schedules in this Lease are to the Schedules hereto and references to paragraphs are to paragraphs in this Lease
- 1.4 The headings to paragraphs and other parts of this Lease shall not affect the construction of this Lease
- 1.5 The Particulars form part of and are incorporated into this Lease

2. DEMISE AND RENT

IN consideration of the Premium paid to the Landlord by the Tenant on or before the execution of this Lease (the receipt whereof the Landlord hereby acknowledges) and of the respective rents and the covenants hereinafter reserved and contained the Landlord HEREBY DEMISES unto the Tenant ALL THOSE the Premises and the Management Company HEREBY DEMISES unto the Tenant the Included Rights but EXCEPT AND RESERVING unto the Landlord the Management Company and the Owners the Excepted Rights AND SUBJECT TO the provisions stipulations rights exceptions reservations covenants and conditions contained or referred to in the property and charges registers (other than financial charges) of title number BM[Enter New Title Number] TO HOLD the Premises and the Included Rights unto the Tenant for the Term YIELDING AND PAYING therefor yearly during the Contractual Term:-

- 2.1 the Annual Rent (if demanded)
- 2.2 by way of further rent such sums of Interim Charge and Service Charges and the Car Park Service Charge as are payable in

accordance with the provisions of Clauses 3 and 4

- 2.3 by way of further rent on demand a fair and reasonable proportion of the costs incurred by the Landlord and/or the Management Company in providing the Block Services outside Normal Office Hours
- 2.4 on demand all costs charges and expenses which the Landlord may from time to time incur in connection with or procuring the remedying of any breach of any of the covenants on the part of the Tenant contained in this Lease

3. TENANT'S COVENANTS

THE Tenant HEREBY COVENANTS with the Landlord in the terms set out in the Fourth Schedule

4. TENANT'S FURTHER COVENANTS

THE Tenant HEREBY COVENANTS both with the Landlord and as a separate covenant with the Management Company in the terms set out in the Fifth Schedule and the Sixth Schedule

5. MANAGEMENT COMPANY'S COVENANTS

THE Management Company hereby covenants with the Tenant and as a separate covenant with the Landlord:-

- 5.1 on request by the Landlord to enter into the Management Transfer and to covenant with the Landlord to observe and perform the covenants set out in Clause 6 and the Seventh Schedule and to indemnify the Landlord against all liabilities costs claims demands and proceedings arising from any future breach non-performance or non-observance thereof
- 5.2 (subject to contribution and payment as hereinbefore provided) to carry out the Block Services the Estate Services and the Car Park Services (so far as is appropriate or possible having regard to the state of completeness of the development of

the Estate from time to time) and to comply with its obligations in the Common Parts Lease

- 5.3 at the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Landlord and the Management Company on a complete indemnity basis to enforce any covenants of a similar nature to those contained in the Fourth Schedule and the Sixth Schedule entered into with the Landlord and the Management Company by the Owners of any other office unit in the Block
- 5.4 to insure and keep insured (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or invitees) in the joint names of the Landlord and the Management Company and the on such terms and subject to such excesses as the insurers require the Car Park and Block against loss or damage by the Insured Risks and the Common Parts and the Car Park Common Parts against third party and occupiers' liability in some Insurance Office of repute or at Lloyds in the case of the Car Park and the Block in the full reinstatement value thereof including an amount to cover the cost of demolition and removal of debris professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery against such risks as are usually covered by a comprehensive office insurance policy and in the event of the Car Park and Block or any part thereof being damaged or destroyed by the Insured Risks as soon as is reasonably practicable to lay out the insurance monies received in respect of such damage in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Management Company at all times being able to obtain all necessary licences consent and permissions from all relevant authorities in that respect PROVIDED THAT if any competent authority shall lawfully refuse permission for or otherwise lawfully prevent any rebuilding or reinstatement of the Car Park and Block or the same shall be otherwise frustrated or prevented all relevant insurance monies shall (subject and without prejudice to the rights of any other interested parties) be held by the Management Company upon such trusts for the Landlord

the Management Company the Tenant and the other Owners in such proportions as shall be agreed having regard to their respective interests in the Block and in case of any dispute as to the terms of such trusts as aforesaid the same shall be referred to the arbitration of some senior Conveyancing Counsel to be appointed upon the application of either party by the President for the time being of the Law Society or his deputy and such Counsel shall act in accordance with the provisions of the Arbitration Act 1996 or any statutory amendment or re-enactment thereof for the time being in force

- 5.5 on request by the Tenant (and payment by the Tenant to the Management Company of a reasonable fee) the Management Company shall produce to the Tenant reasonable evidence of the terms of the insurance policy and of the payment of the current premium

6. LANDLORD'S COVENANTS

THE Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANTS with the Tenant in the terms set out in the Seventh Schedule

7. FORFEITURE

PROVIDED ALWAYS and this Lease is made upon condition that if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Premises thenceforth as if this Lease had not been made and the Term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord

8. PROVISOS

PROVIDED FURTHER AND IT IS HEREBY AGREED in the terms set out in the Eighth Schedule

9. Registration

- 9.1 The Tenant will apply to HM Land Registry to register the grant of this Lease and do all acts and things properly required to procure that this Lease is registered (and that all easements rights and covenants contained herein are properly noted against the affected titles) as soon as reasonably practicable and immediately after registration thereof will provide the Landlord with official copies of the register evidencing the registration of this Lease)
- 9.2 The Tenant shall if required by the Landlord give or give evidence of its consent to the Landlord's application to HM Land Registry to register any easements or rights reserved under this Lease
- 9.3 The Landlord shall have no liability to the Tenant for any consequences of any failure to register this Lease or to note any easements rights or covenants contained in this Lease at HM land Registry

IN WITNESS whereof this Lease has been executed as a Deed on the date specified in panel LR1 of the Particulars

THE FIRST SCHEDULE

The Premises

Unit Number [] Radclive Road Gawcott Buckinghamshire edged red on the Plan referred to in panel LR4 of the Particulars including:-

1. the internal plastered coverings and plaster work of the walls bounding the Premises and the doors and door frames and window frames fitted in such walls (other than the external surfaces of the window frames) and the glass fitted in such window frames and
2. the internal walls and partitions and the plastered coverings and plaster work thereof lying wholly within the Premises and the doors and door frames fitted in such walls and partitions and
3. the plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards and supporting joists

(if any) and

4. the surface and balustrade of the balcony (if any) adjoining the Premises and intended for the exclusive use of the Premises and
5. all Conducting Media which are laid in any part of the Block and serve exclusively the Premises and
6. all fixtures and fittings in or about the Premises and not hereafter expressly excluded from this demise

But excluding:-

1. any part or parts of the Block (other than any conduits expressly included in this demise) lying above the concrete soffit or below the concrete slab at floor level
2. any of the main concrete walls columns and floor slabs of the Block
3. any Conducting Media in the Block which do not serve the Premises exclusively
4. any part of the foundations roof or structure of the Block
5. any part of the air-conditioning system within and serving the Premises

THE SECOND SCHEDULE

The Included Rights

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted use of the Premises to use the Common Parts for the purpose for which they are intended PROVIDED ALWAYS the Management Company shall have the right temporarily to close or divert any of the accessways or Common Parts subject to leaving available reasonable and sufficient means of access to and from the Premises
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block and the Estate as enjoyed at the date

hereof

3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas electricity and other services from and to the Premises through the Conducting Media laid in or through the Estate and which serve the Premises
4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Estate for the purpose of:-
 - 4.1 repairing cleansing maintaining or renewing any Conducting Media which exclusively serve the Premises or
 - 4.2 repairing and maintaining and carrying out permitted alterations or other building works to the Premises subject to the Tenant causing as little disturbance and damage as possible and forthwith making good any damage caused
5. The right (in common with all others entitled to the like right) to connect any wireless or television set in the Premises with any aerial or cable television system in the Block for the time being provided by or on behalf of the Management Company provided that nothing herein contained shall oblige the Management Company to provide any such aerial or cable television system
6. The right to park within the Car Park subject as hereinafter appears:-
 - 6.1 The Management Company shall be entitled by notice in writing to require that such right shall be exercised only in the Car Parking Spaces allocated by that notice
 - 6.2 The Management Company shall be entitled by not less than two months notice in writing to vary the Car Parking Spaces provided that the parking spaces allocated in accordance with this sub-paragraph shall be of no less overall dimensions than and shall be as close as reasonably practicable to the parking spaces originally allocated and shall not be less than [] in number

7. The full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) for the purposes of access to and egress from the Car Parking Space to use those parts of the Common Parts and the Car Park intended for such purposes of access and egress on foot only along those parts of the Car Park and the Common Parts intended for pedestrian use only and with or without vehicles along those parts of the Common Parts and the Car Park intended for vehicular use
8. The full right and liberty for the Tenant (in common with any other persons entitled to the like right) in the case of fire or other emergency but not otherwise to gain access to any fire escape route within the Block Common Parts

THE THIRD SCHEDULE

The Excepted Rights

1. Easements rights and privileges over along through and in respect of the Premises equivalent to those set forth in Paragraph 2 3 and 4 of the Second Schedule
2. Full rights and liberty for the Landlord and the Management Company and their duly authorised surveyors or agents with or without workmen and others and with or without materials upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Premises for the purpose of carrying out any of their obligations under this Lease
3. The right to erect and maintain such wireless and television aerials on any part of the Block (other than the Premises) for the use of the occupiers of the Block and to run wires connecting such aerial or aerials or any cable television systems through the Premises
4. Full right and liberty for the Landlord and the Management Company in their absolute discretion to deal as they may think fit with any part of the Estate or the Car Park or any lands or premises adjacent or near to the Estate and to erect thereon any buildings whatsoever and to make any

alterations and carry out any demolition rebuilding or other works which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the access of light or air to the Premises AND PROVIDED that any such works or construction demolition or alteration are carried out with due regard to modern standards and method of rebuilding and workmanship the Tenant shall permit such works to continue without interference or objection

THE FOURTH SCHEDULE

The Tenant's Covenants

1. TENANT'S COVENANTS TO PAY RENTS

To pay the Rents at the times and in the manner herein provided

2. TO PAY OUTGOINGS

To pay all rates taxes duties assessments charges impositions and outgoings whether or not of a novel nature which may now or at any time be assessed charged or imposed upon the Premises or any part thereof or the owner or occupier in respect thereof but excluding any tax assessed upon the aggregate or any proportion of the income or the value of the assets of the Landlord or assessed or payable by reason of the act of the Landlord in granting this Lease

3. TO PERMIT ENTRY

To permit the Landlord and its duly authorised surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state of repair thereof

4. TO REPAIR ON NOTICE

In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after the giving of such notice

5. NO ALTERATIONS WITHOUT CONSENT

Not to make any structural alterations or additions to the Premises or any part thereof nor to erect or install any aerial or satellite dish to any part of the exterior of the Block nor to make any other alterations without first having received the Landlord's written consent which shall not be unreasonably withheld PROVIDED THAT the Tenant may install alter or remove internal non-structural free standing partitioning without consent

6. RIGHT OF ENTRY IN CASE OF DISREPAIR

If the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Premises to permit the Landlord at all reasonable times upon not less than 48 hours prior notice (except in case of emergency) with or without workmen and others to enter upon the Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear

7. COSTS OF NOTICE UNDER SECTION 146 & 147

To pay to the Landlord all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the Term incurred by the Landlord in or in reasonable contemplation of any proceedings in respect of this Lease under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Premises and the drawing up of schedules of dilapidations (whether served before or after the expiration of the Term) such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

8. USER

Subject to the prohibitions and restrictions hereinafter contained not to use or permit or suffer to be used the Premises or any part thereof other than for the Permitted Use

9. TO YIELD UP

At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same

FIFTH SCHEDULE
The Tenant's Further Covenants

1. REPAIR

Repair maintain renew uphold and keep the Premises and all parts thereof including so far as the same form part of or are within the Premises all windows glass and doors (including the entrance door to the Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Landlord is entitled to claim under any policy of insurance maintained by the Landlord in accordance with its covenant in that behalf hereinafter contained except insofar as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or invitees

2. DECORATION

In every seventh year of the Term and in the last year of the Term (howsoever determined) paint with two coats of good quality paint or paper varnish colour grain and whitewash (as appropriate) the interior of

the Premises

3. **ASSIGNMENT AND UNDERLETTING**

- 3.1 Not at any time assign transfer sublet charge part with or share possession of part only of the Premises
- 3.2 Not to underlet or part with or share possession or occupation of the whole of the Premises other than by way of an underlease to a respectable and responsible person such underlease to contain covenants on the part of the underlessee identical (*mutatis mutandis*) to the covenants and conditions on the part of the Tenant herein contained and save that there shall not be permitted any further underletting or parting with or sharing possession or occupation of the whole or part of the Premises PROVIDED ALWAYS that prior to the grant of any underlease hereunder for a term of more than five years the Tenant and the proposed underlessee shall previously have executed at the expense of the Tenant or the proposed underlessee and delivered to the Landlord for retention by them a deed expressed to be made between the Landlord of the first part the Management Company of the second part the Tenant of the third part and the proposed underlessee of the fourth part in the form of the draft set out in the Eleventh Schedule
- 3.3 Not to assign or transfer or underlet the whole of the Premises without the prior written consent of the Landlord which shall not be unreasonably withheld provided that in the case of an assignment or transfer there shall previously have been executed at the expense of the Tenant and delivered to the Landlord for retention by them a deed expressed to be made between the Landlord of the first part the Management Company of the second part the Tenant of the third part and the person or persons to which it is proposed to assign or transfer of the fourth part in the form of the draft set out in the Twelfth Schedule

4. **REGISTRATION ASSIGNMENTS ETC.**

Within four weeks next after any transfer assignment charging underletting or parting with or sharing possession (whether mediate or

immediate) or devolution of the Premises give notice in writing thereof and of the name and address and description of the assignee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Landlord or its solicitors and to the Management Company within such time as aforesaid a certified copy of every instrument of transfer assignment underletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Landlord a reasonable fee not being less than Forty Pounds (£40.00) for the registration of every such notice together with Value Added Tax or any tax amending or replacing the same or in addition thereto payable thereon at the current rate for the time being in force

5. REPAIRS TO OTHER OFFICE UNITS

Permit the Landlord the Management Company and each Owner with or without workmen and all other persons authorised by any of them at all reasonable times during the daytime and by 48 hours prior notice in writing (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of repairing or altering any part of the Estate or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Car Park Common Parts and the remainder of the Block or any part thereof and also for the purposes of laying down maintaining repairing and testing drainage gas and water pipes and electric wires cables or other conducting media and for similar purposes the persons so entering or authorising entry (as the case may be) causing as little disturbance as necessary and making good all damage occasioned to the Premises as soon as is practicable

6. REGULATIONS

Observe and perform the regulations in the Sixth Schedule PROVIDED THAT the Landlord reserves the right to alter add to or waive such regulations in its reasonable discretion

7. SERVICE CHARGE

Pay to the Management Company the Interim Charge and the Service Charges and the Car Park Service Charge at the times and in the manner provided in the Ninth Schedule

8. MEMBERSHIP OF MANAGEMENT COMPANY

8.1 If there is any change in the person liable to pay the Rents to procure that the person becoming liable to pay the Rents applies to the Management Company to have himself registered as a member thereof

8.2 If the Tenant is not a member of the Management Company:-

8.2.1. to carry out the obligations attaching to members of the Management Company under the Management Company's Articles of Association

8.2.2. upon being requested to do so by the Landlord or the Management Company to apply for membership in the Management Company in any manner authorised by the Management Company's Articles of Association and to accept the appointment of the Tenant as a director and/or secretary of the Management Company

8.3 Not so long as the Tenant retains any estate or interest in the Premises to resign as a member or officer of the Management Company and forthwith upon the Tenant ceasing to retain any such estate or interest in the Premises to resign from the Management Company

8.4 That if he is an officer of the Management Company he shall not resign as a member from the Management Company unless at the same time he resigns from such office

9. V.A.T.

To pay the Value Added Tax or any tax amending or replacing the same or in addition thereto on all taxable supplies received by the Tenant

under or in connection with the Lease and to indemnify the Landlord and the Management Company in respect of any Value Added Tax on any reimbursement of costs expenses registration fees or other monies payable by the Tenant under the Lease

10. NOTICES

Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any person whatsoever forthwith so far as such notice order direction or other thing of the Act regulations or other instrument under or by virtue of which it is issued or the provisions require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord and the Management Company a true copy of such notice order direction or other thing and if so required by the Landlord at the expense of the Tenant to join with the Landlord and (if appropriate) the Management Company in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part thereof or the Estate as the Landlord or the Management Company may consider desirable and to join with the Landlord or the Management Company in any such appeal or application to the Court against such notice order direction or other thing as the Landlord or the Management Company may reasonably consider desirable

11. PLANNING REQUIREMENTS

Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and Country Planning Acts or any enactment amending or replacing the same and to keep the Landlord and the Management Company indemnified against all claims demands and liabilities in respect thereof

12. TO COMPLY WITH STATUTES

To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the

appropriate Minister or Court so far as the same affect the Premises (whether the same are to be complied with by the Landlord the Management Company the Tenant or the occupier) and forthwith to give notice in writing to the Landlord and the Management Company of the giving of such order direction or requirement as aforesaid and to keep the Landlord and the Management Company indemnified against all claims demands and liabilities in respect thereof and at the cost of the Tenant to supply sufficient fire extinguishing equipment within the Premises and keep such equipment accessible for inspection and use and maintained in accordance with the manufacturers' instructions and to take such other precautions against fire as the insurers or the fire authority shall require

13. TO NOTIFY DEFECTS

To notify the Landlord and the Management Company immediately on becoming aware of any defect in the Block the Common Parts or any part of the Estate

14. APPLICATION FOR RELEASE

- 14.1 The Tenant shall not unreasonably object to the release of the Landlord or a former landlord from the Landlord's covenants in this Lease to the extent (if any) as such covenants continue to bind the Landlord assigning the reversion or a former landlord (as appropriate) following an application made in accordance with Section 8 of the Landlord and Tenant (Covenants) Act 1995 ("the Act")
- 14.2 If following a written notice from the Tenant objecting to such release the Court makes a declaration that it is reasonable for the Landlord or a former landlord to be released from the Landlord's covenants in this Lease the Tenant shall indemnify the Landlord and any former landlord in respect of any loss damage costs and expenses incurred or sustained as a result of the Tenant's objection

THE SIXTH SCHEDULE

Regulations

1. Not to do or permit or suffer in or upon the Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord the Management Company or the Owners or the occupiers of any part of the Block or of any adjoining or neighbouring premises
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Block or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
3. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Premises
4. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind at any time so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Block and for these purposes the decision of the Managing Agents (or of a surveyor appointed by the Landlord or the Management Company for the purposes of this clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties
5. Not at any time to put on or in any window or on the exterior of the Premises or the Block or any adjoining or neighbouring premises so as to be visible from outside any name writing drawing signboard placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord the Management Company or the Managing Agents is offensive save for signs of the usual size and shape for the sale or letting of the Premises and save for the company name and logo on the exterior doors of the Premises as a decal-type sign the size and design of the signage to be first approved by the Landlord or the Company (such approval not to be unreasonably withheld or delayed)

6. Not to place outside the Premises any flower box pot or other like object not to shake any mats brooms or other articles inside any part of the Block (other than the Premises) or out of the windows either of the Premises or of any part of the Block
7. Not to keep any bird reptile dog or other animal in the Premises without the previous consent in writing of the Landlord or the Management Company which may be given by the Managing Agents such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other office unit in the Block and not to permit any dog or other animal of the Tenant or under the Tenant's control to foul any of the roads footpaths or other parts of the Estate
8. Not to carry out upon any part of the Estate any repairs to any motor vehicle (except in case of an emergency)
9. Not to use on the Premises any electrical device without an effective suppressor fitted thereto
10. Not to leave or park or permit to be left or parked so as to cause an obstruction in or on any approach roads parking spaces or passageways adjacent or leading to the Block or forming part of the Estate any motor car motor cycle bicycle or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Landlord or the Management Company from time to time relating to the parking of such vehicles
11. Not to park or accommodate any commercial vehicle caravan timber or motorboat on any parking space or any other part of the Estate
12. To cover and keep covered the floors of the Premises with carpet or (in the case of kitchen and toilets) other suitable sound deadening material
13. At all times when not in use to keep shut the entrance door to the Premises and the Block
- 14.1 Not to use or permit the user of the hall staircase and passages in and about the Block or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights and to keep the Block Common Parts clean and

tidy at all times

- 14.2 To remove forthwith upon being so required by the Landlord the Management Company or the Managing Agents any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
15. Not at any time to interfere with the external decorations or painting of the Premises or of any other part of the Block and not to erect or install any satellite dishes on the Premises or any other part of the Block
16. To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Block or to the passages landings stairs or entrance halls thereof or to the person or property of the Tenant or occupier of any other office unit in the Block by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever
17. To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other office unit in the Block in respect of the use or occupation of the Premises or any other part of the Block to the Managing Agents before taking any further or other steps or proceedings in relation thereto
18. The Landlord reserves the right to release or vary at any time any of the aforesaid restrictions and stipulations and conditions
19. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord or the Managing Company may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Estate and/or Block and the comfort safety and convenience of all the occupiers thereof
20. As to the Car Parking Space:-
- 20.1 To keep it clean and tidy

- 20.2 Not to bring keep store stock or lay out upon it any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other items
- 20.3 Not to deposit or permit to be deposited any waste rubbish or refuse on the Car Parking Space
- 20.4 Not to carry out upon it any repairs to any motor vehicle (except in case of emergency)
- 20.5 Not to park or accommodate any commercial vehicle caravan movable dwelling timber or motorboat on it or any other part of the Estate
- 20.6 Not at any time to use or permit it to be used or occupied except as a parking space for the parking of private motor cycles and private motor vehicles and small commercial transit vans only
- 20.7 Not to use or permit the user of the Car Park Common Parts otherwise than in accordance with the proper exercise of the Included Rights
- 20.8 To remove forthwith upon being so required by the Landlord or the Managing Agents any object of or obstruction by the Tenant or his licensee in the Car Park Common Parts and to pay to the Landlord on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
- 20.9 To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Car Park Common Parts
- 20.10 To submit any dispute difference or complaint that may arise between the Tenant and any of the occupiers in respect of the use or occupation of any part of the Car Park to the Managing Agents before taking any further or other steps or proceedings in relation thereto
- 20.11 To observe and perform all regulations made by the

Landlord and/or the Management Company relating to the Car Park Common Parts

- 20.12 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord or the Management Company may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Car Park and the comfort safety and convenience of all the occupiers thereof
- 20.13 Not to do or permit or suffer in or upon the Car Park or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the Owners or the occupiers of any part of the Car Park or of any adjoining or neighbouring premises
- 20.14 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Car Park or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Car Park and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
- 20.15 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on the Car Park Common Parts any motor car motor cycle bicycle or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles

THE SEVENTH SCHEDULE
The Landlord's Covenants

1. QUIET ENJOYMENT

That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises (subject to the Excepted Rights) during the said term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

2. TERMS OF OTHER LEASES

That every lease or tenancy agreement of an office unit in the Block hereafter granted by the Landlord shall contain regulations to be observed by the Tenant thereof in similar terms to those contained in the Sixth Schedule and also covenants of a similar nature to those contained in the Fourth and Fifth Schedules

3. TO OBSERVE REGULATIONS

As to any part of the Car Park and Block retained by the Landlord or which may come into the possession of the Landlord by the determination or expiration of the lease or tenancy of any part of the Block at all times during the Term to observe and perform or procure the observance and performance of covenants of a similar nature to those contained in the Fourth and Fifth Schedules and the regulations specified in the Sixth Schedule

4. TRANSFER OF ESTATE

Within five years after the Landlord shall have sold the last of the office units forming part of the Estate to transfer its freehold interest in the Estate to the Management Company for a nil consideration subject to the Management Company paying the Landlord's reasonable and proper costs in respect thereof

THE EIGHTH SCHEDULE**Provisos**

1. Except so far as the same may be insured by any policy maintained under

paragraph 6 Part I of the Tenth Schedule the Landlord and the Management Company shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord or the Management Company in respect of:-

- 1.1 any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixtures Conducting Media meter lift staircase or thing in or upon the Estate or any part thereof (including the Block and the Premises)
 - 1.2 any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of the Landlord or Management Company's staff servants or any person acting under such caretaker porter staff or servant
 - 1.3 any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord or the Management Company of the development of the remainder of the Estate and any neighbouring or adjoining land or premises and any other building construction repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Landlord or the Management Company to be necessary or desirable to the Estate provided the same are carried out with proper skill and care
2. Nothing in this Lease shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date of the Lease
 3. No one employed by the Landlord in accordance with these provisions shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed or for any damage to the Tenant or other persons arising therefrom

4. If the Tenant shall fail to pay any sums required to be paid by the Tenant under the terms of this Lease on the due date the same shall carry interest calculated on a daily basis with quarterly rests at the rate of Four per centum per annum above the base rate of HSBC Bank PLC (or such other bank as may be nominated by the Landlord) from time to time

5. If and whenever during the Term:-

5.1 the Premises or any part thereof or access thereto are destroyed or damaged by the Insured Risks or any of them so that the Premises or any part thereof or the means of access thereto are unfit for occupation and use and

5.2 the insurance of the Premises the Block and the Estate has not been vitiated by the act neglect default or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

5.3 the loss of the Interim Charge the Service Charges and the Car Park Service Charge are at the time of the damage or destruction Insured Risks

the Interim Charge the Service Charges and the Car Park Service Charge or a fair proportion thereof according to the nature and extent of the damage sustained (the amount of such proportion to be determined by the Landlord or the Management Company or the Managing Agents) shall be suspended and cease to be payable until the earlier to occur of (i) the Premises the damaged part or the access thereto have been reinstated so as to be made fit for occupation or use and (ii) the expiration of the period in respect of which insurance against such loss has been effected

6. Any sums retained by the Landlord or the Management Company (as the case may be) by way of reserve or sinking funds in respect of the obligations to carry out the Block Services the Estate Services and the Car Park Services shall be credited to interest bearing accounts separate from the Landlord's or Management Company's own money and shall be held by the Landlord or the Management Company (as the case may be) upon trust for the persons who from time to time shall be the Owners to apply the same and any interest accruing thereto for the purposes set out in Paragraph 21 of Part I Paragraph 23 of Part II and Paragraph 19 of Part III of the Tenth Schedule and at the

expiry of the Perpetuity Period any such sums unexpended plus the interest earned thereon shall be paid to the persons who shall then be the Owners in shares equal to the percentage which the service charge payable by each of the Owners respectively in respect of the Block Services the Estate Services and the Car Park Services bears to the total of all the service charges payable by the Owners in respect of the Estate Services and to the balance (if any) for the Management Company

7. All references to the Landlord in paragraph 8 of the Eighth Schedule and in the Ninth and Tenth Schedules shall be construed (where the context so requires) as references to the Management Company after completion of the Management Transfer
8. If at any time during the Term the number of office units which may benefit from the Block Services the Estate Services or the Car Park Services is increased or decreased the Landlord and the Management Company shall be entitled to alter the percentage referred to in paragraphs 20 and/or 21 and/or 22 of the Particulars to such percentage as is in its absolute discretion fair and reasonable in the circumstances
9. The internal walls and columns that divide the Premises from the adjoining office units in the Block or the Common Parts shall be deemed to be party walls within the meaning of Section 38 of the Law of Property Act 1925 and shall be maintained accordingly
10. The Landlord and the Tenant hereby apply to the Chief Land Registrar to enter in the appropriate Register such of the easements rights exceptions reservations covenants conditions and stipulations herein contained as are capable of registration and in particular the Landlord hereby applies for and the Tenant hereby consents to the entry on the appropriate Register of the Premises of the following restriction on the Title to the Property:-

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed on behalf of [Apollo 3] Management Company Limited (Company Registration Number 06017959 of Millgate Barn, Radclive, Buckingham, Buckinghamshire MK18 4AB by its secretary or

conveyancer

- 11.1 This Lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts the Tenant hereby irrevocably and unconditionally submits to the jurisdiction of the English Courts and agrees and declares that his address for service of all proceedings and notices in England is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Landlord has received written notice from the Tenant nominating an alternative address for service in England
- 11.2 Notwithstanding the provisions of clause 11.1 the submission to the said jurisdiction shall not (and shall not be construed so as to) limit the right of the Landlord to take proceedings against the Tenant in whatsoever jurisdiction shall to it seem fit nor shall the taking of proceedings including without limitation the making enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceedings so limit the right of the Landlord to take proceedings in any jurisdiction as aforesaid
- 11.3 Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if sent by ordinary post in a pre-paid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered
12. Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease
13. Notwithstanding any other provision of this Lease nothing in this Lease confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
14. The parties to this Lease hereby agree and declare that:
- 14.1 this is a new lease for the purposes of the Landlord and Tenant (Covenants) Act 1995 (the "Act")

- 14.2 any provisions in this Lease which are void pursuant to Section 25 of the Act shall be severed from all remaining provisions and such remaining provisions shall be preserved
- 14.3 to the extent that any provision in this Lease extends beyond the limitations set by the said Section 25 of the Act but if it did not so extend it would remain unaffected by the said Section 25 the provisions shall be deemed to be varied so as not to extend beyond the said limitations
15. In the event of the Landlord (at the request of the Tenant) granting any concession as a result of which the Tenant is entitled to defer the payment of any monies due then for all purposes in connection with this Lease (and in particular in relation to Section 17 of the Act such monies shall be deemed to fall due on the subsequent date agreed between the Landlord and Tenant pursuant to the concession in lieu of the earlier date

THE NINTH SCHEDULE

PART I

The Estate and Block Service Charge

1. The first payment of the Interim Charge (on account of the Service Charges for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid by equal payments in advance on 24th June and 25th December in each year of the Term (or on such other days as the Management Company or the Managing Agents may notify in writing to the Tenant) and in the case of default the same shall be recoverable from the Tenant as rent in arrear
2. As soon as is practicable after the expiration of each Accounting Period the Management Company or the Managing Agents or their respective

Accountants shall prepare a Service Charge Account and a Certificate in respect of such Account shall be served upon the Tenant containing the following information: -

- 2.1 The amount of the Block Service Total Expenditure and Estate Service Total Expenditure for that Accounting Period
 - 2.2 The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together (in each case) with the surplus (if any) carried forward from the previous Accounting Period
 - 2.3 The amount of the Service Charges in respect of that Accounting Period and the excess or deficiency (as the case may be) of the Service Charges over the Interim Charge
3. In respect of any Accounting Period if the Interim Charge paid by the Tenant exceeds the Service Charges for that period any surplus so paid ("the Surplus") shall be carried forward by the Management Company and credited to the account of the Tenant in computing the Service Charges in succeeding Accounting Periods as hereinafter provided save that the Surplus shall not include any sums set aside for the purpose of a sinking or reserve fund or funds
 4. In respect of any Accounting Period if the Service Charge (together with the Surplus if any) exceeds the Interim Charge paid by the Tenant in respect of the Accounting Period then the Tenant shall pay the excess to the Management Company within fourteen days of service upon the Tenant of the relevant Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear
 5. Subject to any statutory provisions from time to time in force the said Certificate (save in respect of manifest error) shall be conclusive and binding on the parties hereto but the Tenant shall be entitled within one month after the service of such Certificate to request one free copy of the Accounts and to inspect at the offices of the Managing Agents the receipts and vouchers relating to the Block Service Total Expenditure and the Estate Service Total Expenditure

PART II - The Car Park

Service Charge

1. The first payment of the Interim Charge (on account of the Car Park Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid by equal payments in advance on 24th June and 25th December in each year of the Term (or on such other days as the Management Company or the Managing Agents may notify in writing to the Tenant) and in the case of default the same shall be recoverable from the Tenant as rent in arrear

2. As soon as is practicable after the expiration of each Accounting Period the Management Company or the Managing Agents or their respective Accountants shall prepare a Service Charge Account and a Certificate in respect of such Account shall be served upon the Tenant containing the following information:-
 - 2.1 The amount of the Car Park Service Total Expenditure for that Accounting Period

 - 2.2 The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together (in each case) with the surplus (if any) carried forward from the previous Accounting Period

 - 2.3 The amount of the Car Park Service Charge in respect of that Accounting Period and the excess or deficiency (as the case may be) of the Car Park Service Charge over the Interim Charge

3. In respect of any Accounting Period if the Interim Charge paid by the Tenant exceeds the Car Park Service Charge for that period any surplus so paid ("the Car Park Surplus") shall be carried forward by the Management Company and credited to the account of the Tenant in computing the Car Park Service Charge in succeeding Accounting Periods as hereinafter provided save that the Car Park Surplus shall not include any sums set aside for the purpose of a sinking or reserve fund or funds in respect of any Accounting Period if the Car Park Service Charge (together with the Car Park Surplus if any) exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period then the Tenant shall pay the excess to the Management Company within fourteen days of

service upon the Tenant of the relevant Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear

4. Subject to any statutory provisions from time to time in force the said Certificate (save in respect of manifest error) shall be conclusive and binding on the parties hereto but the Tenant shall be entitled within one month after the service of such Certificate to request one free copy of the Accounts and to inspect at the offices of the Managing Agents the receipts and vouchers relating to the Car Park Service Total Expenditure

THE TENTH SCHEDULE

PART I

The Block Services

The provision from time to time of services in to or for the benefit of the Block which without prejudice to such generality shall include those under the following heads (PROVIDED ALWAYS that the Management Company may at any time add to the heads of expenditure any depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Block in connection with the provision of services thereto not previously included therein and from and after the date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Block Service Charge):-

1. Renewing repairing maintaining decorating (at least once in every five years) or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning:-
 - 1.1 the main structure and exterior (including the roofs and foundations) of the Block
 - 1.2 such of the Conducting Media as may be enjoyed or used by the Block
 - 1.3 all Block Common Parts
 - 1.4 the air-conditioning system within and serving the Premises

including the compressor and condenser units

2. Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems and generators and other plant serving the Block (but not any individual office units) and the lifts lift shafts and machinery and other plant (if any) serving any part of the Block (other than individual office units)
3. The provision of all fuel of any kind required for supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating and other plant serving the Block and the electricity for operating the lifts (if any) and providing all other services to or for the Block
4. Carpeting re-carpeting restoring cleaning decorating lighting and furnishing as appropriate all appropriate parts of the Block not otherwise specifically referred to in this Schedule and keeping the same in good repair and condition and providing towels and other requisites in the toilets provided for the use of those persons set out in paragraph 13.2 below
5. Insuring the Block in accordance with the Management Company's covenants contained in Clause 5.4. including any valuation for insurance purposes carried out from time to time
6. Taking out and maintaining in force an effective insurance policy against any and every liability of the Landlord and the Management Company for injury to or death of any person (including every agent servant and workman of the Management Company) and damage to or destruction of the property of any such person arising out of the management and/or maintenance and/or occupation of the Block or any part thereof and in particular but without limiting the generality of the foregoing:-
 - 6.1 employer's liability and
 - 6.2 insurance against such injury death damage or destruction as above stated due to the act neglect default or misconduct of the agents servants or workmen of the Management

Company employed in connection with the management and/or maintenance of the Block Common Parts or to a total or partial failure or breakdown of the lifts (if any) or central heating or air-conditioning plant or hot water systems or to flooding in the boiler room or elsewhere and also such further or other insurances as the Management Company shall from time to time in its absolute discretion deem necessary

6.3 third party and occupiers liability insurance

7. The payment of any expenses relating to settling any insurance claims relating to the Block
8. The compliance with every notice regulation requirement or order of any competent local or other authority or statute in respect of the Block or any part thereof (but not in respect of the individual office units)
9. Taking all steps deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Block
10. The payment of all charges assessments and other outgoings (if any) payable by the Management Company in respect of all parts of the Block (other than individual office units)
11. Providing maintaining and when necessary replacing renewing or amending security systems for the Block (including but not by way of limitation the installation of security barrier patrols the provision of alarms closed circuit television and apparatus and fittings designed to prevent or limit vandalism)
12. The upkeep of and tending and stocking of:-
 - 12.1 any landscaping in the Block Common Parts
 - 12.2 floral and/or plant displays or areas within the Block Common Parts
13. Providing and maintaining (where appropriate) and where necessary replacing furniture for use:-
 - 13.1 in the Block Common Parts

- 13.2 by persons employed by the Management Company or the Managing Agents in or about the provision of the services hereunder
14. Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any) as the Management Company shall think fit to provide in or on the Block
15. Providing such fire fighting equipment appliances and any other signs or notices required by the local Fire Officer in respect of the Block and the cost of repair maintenance and renewal of the same
16. Leasing hiring or renting any item required for the purpose of carrying out any of the matters referred to in this Schedule
17. The payment of all proper fees charges expenses and commissions of the Managing Agents and any other person firm or company engaged in connection with the management and supervision of the Block (including but not by way of limitation legal and other costs incurred in the collection of Interim Charge Block Service Charge and the maintenance of the Block)
18. Employing staff for the Block either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Block and the provision of services to the Block and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) contributions to an occupational pension scheme the payment of such insurance health pension welfare and other contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Management Company may be required by statute or otherwise to pay or may in his absolute discretion deem desirable and necessary in respect of such staff and uniforms working clothes tools machinery two-way radio appliances office equipment cleaning and other material bins receptacles and other equipment for the proper performance of their duties
19. Paying rent rates telephone charges gas electricity and other incidental expenses of:-
- 19.1 Any accommodation provided on the Block or elsewhere for

occupation or use by the persons employed in connection with the provision of the services to the Block; and

- 19.2 Any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of the said services
20. Carrying out any other works or providing services or facilities of any kind whatsoever which the Management Company or the Managing Agents may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Block
21. To retain such sum or sums (if any) as the Managing Agents shall from time to time certify as desirable to be retained by the Management Company by way of a reserve fund against the cost of the repair maintenance and decoration of any part of the Block the depreciation of plant and fixed equipment and for the replacement or renewal of the lifts (if any) and the heating hot water air conditioning and ventilating plan apparatus and fittings (if any)
22. During the period October to March supplying hot water to the radiators in the Block including all individual office units comprised therein **[and during the period April to September air-conditioning to the Block including all individual office units comprised therein]** PROVIDED THAT such services shall be provided during Normal Office Hours only
23. Complying with the Management Company's obligations in the Common Parts Lease

PART II

The Estates Services

The provision from time to time of services in to or for the benefit of the Estate which without prejudice to such generality shall include those under the following heads (PROVIDED ALWAYS that the Management Company may at any time add to the heads of expenditure any depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Estate in connection with the provision

of the services thereto not previously included therein and from and after the date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Estate Service Charge):-

1. Renewing repairing maintaining decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning
 - 1.1 the main structure and exterior (including the roofs and foundations) of all buildings and works on the Estate
 - 1.2 such of the Conducting Media as may be enjoyed or used by more than one office unit on the Estate and
 - 1.3 all Estate Common Parts and other conveniences which may belong to or be used for the Estate along or in common with other premises near or adjoining thereto including any amounts which the Management Company may be called upon to pay as a contribution towards such costs
2. Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems and generators and other plant serving the Estate (but not any individual office unit) and the lifts lift shafts and machinery (if any) and other plant serving any part of the Estate (other than individual office units)
3. The provision of all fuel of any kind required for supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating and other plant serving the Estate (but not any individual office unit) and the electricity for operating the lifts (if any) and providing all other services to or for the Estate
4. Carpeting re-carpeting restoring cleaning decorating lighting and furnishing as appropriate all appropriate parts of the Estate not otherwise specifically referred to in this Schedule and keeping the same in good repair and condition and providing towels and other requisites in the toilets provided for the use of those persons set out in paragraph 12.2 below

5. Insuring the Estate including any valuation for insurance purposes carried out from time to time
6. Taking out and maintaining in force an effective insurance policy against any and every liability of the Landlord and the Management Company for injury to or death of any person (including every agent servant and workman of the Management Company) and damage to or destruction of the property of any such person arising out of the management and/or maintenance and/or occupation of the Estate or any part thereof and in particular but without limiting the generality of the foregoing:-
 - 6.1 employer's liability and
 - 6.2 insurance against such injury death damage or destruction as above stated due to the act neglect default or misconduct of the agents servants or workmen of the Management Company employed in connection with the management and/or maintenance of the Common Parts or to a total or partial failure or breakdown of the lifts (if any) or central heating or air conditioning plant or hot water systems or to flooding on the boiler room or elsewhere and also such further or other insurances as the Management Company shall from time to time in its absolute discretion deem necessary
 - 6.3 third party and occupiers liability insurance
7. The compliance with every notice regulation requirement or order of any competent local or other authority or statute in respect of the Estate or any part thereof (but not in respect of the individual office units)
8. Taking all steps deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate
9. The payment of all charges assessments and other outgoings (if any) payable by the Management Company in respect of all parts of the Estate (other than individual office units)

10. Providing maintaining and when necessary replacing renewing or amending security systems for the Estate (including but not by way of limitation the installation of security barrier patrols the provision of alarms closed circuit television and apparatus and fittings designed to prevent or limit vandalism)
11. The upkeep of and tending and stocking of:-
 - 11.1 any landscaping in the Estate Common Parts
 - 11.2 floral and/or plant displays or areas within the Estate Common Parts
12. Providing and maintaining (where appropriate) and where necessary replacing furniture for use:-
 - 12.1 in the Estate Common Parts
 - 12.2 by persons employed by the Management Company or the Managing Agents in or about the provision of the services hereunder
13. Supplying water and drainage to the Estate including all individual office units comprised therein
14. Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any) as the Management Company shall think fit to provide
15. Providing hiring and replacing paladins or other refuse containers for the communal use of the tenants or occupiers of the Estate and arranging for the collection of refuse and paying any Local Authority charges involved
16. Providing maintaining and renewing all directional and other notices posters boards or signs on the Estate
17. Providing such fire fighting equipment and any other signs or notice required by the local Fire Officer in respect of the Estate and the cost of repair maintenance and renewal of the same
18. Leasing hiring or renting any item required for the purpose of carrying out any of the matters referred to in this Schedule
19. The payment of all proper fees charges expenses and commissions of the Managing Agents and any other person firm or company engaged in

connection with the management and supervision of the Estate (including but not by way of limitation legal and other costs incurred in the collection of the Interim Charge and Estate Service Charge)

20. Employing staff for the Estate either directly or indirectly for the performance of duties in connection with the maintenance and/or security of the Estate and the provision of services to the Estate and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) contributions to an occupational pension scheme the payment of such insurance health pension welfare and other contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Management Company may be required by statute or otherwise to pay or may in his absolute discretion deem desirable and necessary in respect of such staff and uniforms working clothes tools machinery two-way radios appliances office equipment cleaning and other material bins receptacles and other equipment for the proper performance of their duties
21. Paying rent rates telephone charges gas electricity and other incidental expenses of-
 - 21.1 any accommodation provided on the Estate or elsewhere for occupation or use by the persons employed in connection with the provision of the services to the Estate; and
 - 21.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of the said services
22. Carrying out any other works or providing services or facilities of any kind whatsoever which the Management Company or the Managing Agents may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Estate
23. To retain such sum or sums (if any) as the Managing Agents shall from time to time certify as desirable to be retained by the Management Company by way of a reserve fund against the cost of the repair maintenance and decoration of any part of the Estate the depreciation of plant and fixed equipment and for the replacement or renewal of the lifts and the heating hot water air conditioning and ventilating plant

apparatus and fittings (if any)

24. Complying with the Management Company's obligations in the Common Parts Lease

PART III

The Car Park Services

The provision from time to time of services in to or for the benefit of the Estate which without prejudice to such generality shall include those under the following heads (PROVIDED ALWAYS that the Management Company may at any time add to the heads of expenditure any depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Car Park in connection with the provision of the services thereto not previously included therein and from and after the date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Car Park Service Charge):-

1. Renewing repairing maintaining decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning
 - 1.1 the main structure and exterior (including the roofs and foundations) of all buildings and works on the Car Park
 - 1.2 all Car Park Common Parts and other conveniences which may belong to or be used for the Car Park along or in common with other premises near or adjoining thereto including any amounts which the Management Company may be called upon to pay as a contribution towards such costs

2. Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems and generators and other plant serving the Car Park and the lifts lift shafts and machinery (if any) and other plant serving any part of the Car Park

3. The provision of all fuel of any kind required for supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating and other plant serving the Car Park and the electricity for operating the lifts (if any) and providing all other services to or for the Car Park
4. Cleaning decorating lighting and furnishing as appropriate all appropriate parts of the Car Park not otherwise specifically referred to in this Schedule and keeping the same in good repair and condition
5. Insuring the Car Park in accordance with the Management Company's covenant in Clause 5.4 including any valuation for insurance purposes carried out from time to time
6. Taking out and maintaining in force an effective insurance policy against any and every liability of the Management Company for injury to or death of any person (including every agent servant and workman of the Management Company) and damage to or destruction of the property of any such person arising out of the management and/or maintenance and/or occupation of the Car Park or any part thereof and in particular but without limiting the generality of the foregoing:
 - 6.1 employer's liability and
 - 6.2 insurance against such injury death damage or destruction as above stated due to the act neglect default or misconduct of the agents servants or workmen of the Management Company employed in connection with the management and/or maintenance of the Car Park Common Parts or to a total or partial failure or breakdown of the lifts (if any) or central heating or air conditioning plant or hot water systems or to flooding in the boiler room or elsewhere and also such further or other insurances as the Landlord shall from time to time in its absolute discretion deem necessary
 - 6.3 third party and occupiers liability insurance
7. The compliance with every notice regulation requirement or order of any

competent local or other authority or statute in respect of the Estate or any part thereof (but not in respect of the individual office units)

8. Taking all steps deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate
9. The payment of all charges assessments and other outgoings (if any) payable by the Management Company in respect of all parts of the Car Park
10. Providing maintaining and when necessary replacing renewing or amending security systems for the Car Park (including but not by way of limitation the installation of security barrier patrols the provision of alarms closed circuit television and apparatus and fittings designed to prevent or limit vandalism)
11. Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any) as the Management Company shall think fit to provide
12. Providing maintaining and renewing all directional and other notices posters boards or signs on the Car Park
13. Providing such fire fighting equipment appliances and any other signs or notices required by the local Fire Officer in respect of the Estate and the cost of repair maintenance and renewal of the same
14. Leasing hiring or renting any item required for the purpose of carrying out any of the matters referred to in this Schedule
15. The payment of all proper fees charges expenses and commissions of the Managing Agents and any other person firm or company engaged in connection with the management and supervision of the Car Park (including but not by way of limitation legal and other costs incurred in the collection of the Interim Charge and Car Park Service Charge)
16. Employing staff for the Car Park either directly or indirectly for the performance of duties in connection with the maintenance and/or

security of the Car Park and the provision of services to the Car Park and to the tenants occupiers and users thereof and all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) contributions to an occupational pension scheme the payment of such insurance health pension welfare and other contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Management Company may be required by statute or otherwise to pay or may in his absolute discretion deem desirable and necessary in respect of such staff and uniforms working clothes tools machinery two-way radios appliances office equipment cleaning and other material bins receptacles and other equipment for the proper performance of their duties

17. Paying rent rates telephone charges gas electricity and other incidental expenses of:-
 - 17.1 any accommodation provided on the Car Park or elsewhere for occupation or use by the persons employed in connection with the provision of the services to the Car Park; and
 - 17.2 any accommodation provided for vehicles parts equipment and other things employed in connection with the provision of the said services
- 18 Carrying out any other works or providing services or facilities of any kind whatsoever which the Management Company or the Managing Agents may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Car Park
- 19 To retain such sum or sums (if any) as the Managing Agents shall from time to time certify as desirable to be retained by the Management Company by way of a reserve fund against the cost of the repair maintenance and decoration of any part of the Car Park the depreciation of plant and fixed equipment and for the replacement or renewal of the lifts and the heating hot water air conditioning and ventilating plant apparatus and fittings (if any)
25. Complying with the Management Company's obligations in the Common Parts Lease

THE ELEVENTH SCHEDULE
Deed of Covenant relating to an underletting

THIS DEED is made the day of

BETWEEN -

- (1) of "the Landlord")
- (2) Apollo 3 Management Company Limited
(Company Registration Number 6017959) of []
] the Management Company
- (3) of ("the Tenant")
- (4) of ("the Proposed
Underlessee")

WHEREAS:-

- (1) By a Lease ("the Lease") dated the day of 200[] and made between (1) APOLLO 3 DEVELOPMENTS (GAWCOTT) LIMITED LIABILITY PARTNERSHIP (2) Apollo 3 Management Company Limited and (3) [] there was demised the leasehold property more particularly described in the Schedule hereto for the term ("the Term") of [Nine Hundred and ninety nine years] from the [] at the rent and subject to the covenants and conditions therein contained
- (2) The reversion expectant upon the termination of the Term is vested in the Landlord
- (3) The unexpired residue of the Term is vested in the Tenant
- (4) The Proposed Underlessee intends to take an underlease of the Premises from the Tenant

NOW THIS DEED WITNESSETH as follows:

1. The Proposed Underlessee hereby covenants with the Landlord and as a separate covenant with the Management Company from the date of the grant of an underlease of the Premises to him to observe and perform the Tenant's covenants in the Lease (other than the covenants to pay the rents and service charges unless the Tenant fails to pay the same in which event the Proposed Underlessee will remedy the default and make good any shortfall) and to observe and perform the lessee's covenants in the Underlease
2. If there are two or more persons included in the expression "the Proposed Underlessee" the covenants on the part of that party herein shall be construed as joint and several covenants
3. Words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa

THE SCHEDULE above referred to

(description of the Premises)

IN WITNESS etc

THE TWELFTH SCHEDULE

Deed of Covenant Relating to an Assignment or Transfer

THIS DEED is made the day of

BE TWEEN:-

- (1) ("the Landlord")
- (2) APOLLO 3 MANAGEMENT COMPANY LIMITED (Company Registration Number 6017959) whose registered office is situated at [] ("the Company")

(3) of ("the Tenant")

(4) of ("the Purchaser")

WHEREAS:-

(1) By a Lease ("the Lease") dated the day of 20[]

and made between (1) Apollo 3 Developments (Gawcott) Limited Liability Partnership and (2) the Company and (3) [] there was demised unto the Tenant the leasehold property more particularly described in the Schedule hereto for the term ("the Term") of [Nine Hundred and ninety nine years] from the 29th September 2006 at the rent and subject to the covenants and conditions therein contained

(2) The reversion expectant upon the termination of the Term is vested in the Landlord

(3) The unexpired residue of the Term is vested in the Tenant

(4) The Purchaser intends to purchase the residue of the Term from the Tenant

NOW THIS DEED WITNESSETH as follows:

1. The Purchaser hereby covenants with the Landlord and as a separate covenant with the Company that he will from the date of the assignment or transfer of the Lease to him pay the rents thereby reserved and observe and perform the covenants on the part of the tenant contained in the Lease
2. The Company hereby consents to the registration of the assignment at the Land Registry notwithstanding the restriction in the Proprietorship Register of the Tenant's registered leasehold title
3. If there are two or more persons included in the expression "the Purchaser" the covenants on the part of that party shall be construed as joint and several covenants
4. Words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa

THE SCHEDULE above referred to

(description of the Premises)

IN WITNESS etc

EXECUTED AS A DEED by **APOLLO**)
3 DEVELOPMENTS (GAWCOTT))
LIMITED LIABILITY PARTNERSHIP)
 acting by:-)

Member

Member

EXECUTED AS A DEED by **APOLLO**)
3 MANAGEMENT COMPANY)
LIMITED acting by:-)

Director

Director/Secretary

Signed as a deed by)
)

acting by a director and its secretary

Director

_____ Secretary

DATED

200[]

APOLLO 3 DEVELOPMENTS (GAWCOTT) LIMITED LIABILITY
PARTNERSHIP (1)

- and -

APOLLO 3 MANAGEMENT COMPANY LIMITED (2)

- and -

[] (3)

L E A S E

Relating to Unit [] Radclive Road Gawcott Buckinghamshire

=====



plainlaw llp
Black Horse House
Wallbrook Court
North Hinksey Lane
Oxford OX2 0QS