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DATED 10 April 2006

- (1) THE NATIONAL FARMERS UNION  
MUTUAL INSURANCE SOCIETY LIMITED  
and NFU MUTUAL INSURANCE  
PENSION FUND TRUST CO LIMITED
- (2) SJP ELSTREE LIMITED

LONG LEASE  
of  
Office Building 5 Warwick Court  
Warwick Road Borehamwood  
Hertfordshire

We hereby certify this to be  
a true copy of the original.  
Shoosmiths  
Solicitors  
The Lakes  
Northampton  
NN4 7SH

*Shoosmiths  
12/04/06*



Lawrence Graham

**LEASE PARTICULARS**

DATE	:	10 April 2006
PARTIES:		
LANDLORD	:	<b>THE NATIONAL FARMERS UNION MUTUAL INSURANCE SOCIETY LIMITED</b> (Company registration number 111982) whose registered office is at Tiddington Road Stratford Upon Avon Warwickshire CV37 7BJ and <b>NFU MUTUAL INSURANCE PENSION FUND TRUST CO LIMITED</b> (Company registration number 710041) whose registered office is at Tiddington Road Stratford Upon Avon Warwickshire CV37 7BJ
TENANT	:	<b>SJP ELSTREE LIMITED</b> (Company registration number 05558021) whose registered office is at Witan Gate House 500-600 Witan Gate West Milton Keynes MK9 1SH
DEMISED PREMISES	:	Office Building 5 Warwick Court Warwick Road Borehamwood Hertfordshire as more particularly described in clause 1.1
TERM	:	NINE HUNDRED AND NINETY NINE YEARS from and including the Term Commencement Date
TERM COMMENCEMENT DATE	:	10 April 2006
RENT	:	ONE POUND (£1) per annum
PREMIUM:	:	TWO MILLION ONE HUNDRED AND SIXTY SEVEN THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£2,160,750) together with VAT thereon

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**THIS LEASE** made on the date stated in the Particulars **BETWEEN** the Parties specified in the Particulars **WITNESSES** in consideration of the Premium and the rents and covenants hereinafter reserved and contained as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this lease unless the context otherwise requires the terms defined in this clause and in the Particulars shall have the meanings specified:

- "Building" the office building situate at ground first and second floor level (including for the avoidance of doubt the columns) shown edged in green on Plan 1 Plan 2 and Plan 3
- "Building Curtilage Area" the footpath kerbing and landscaping areas forming part of the Estate shown coloured yellow on Plan 1
- "Conduits" pipes sewers drains soakaways channels gullies gutters watercourses conduits ducts flues wires cables interceptors drainage channels underground attenuation chambers and other service conducting media which are either in existence at the date of this lease or are constructed within the Perpetuity Period
- "Cycle Parking Areas" the cycle parking areas forming part of the Estate and shown coloured orange and hatched black in part on Plan 1
- "Demised Premises" all that land shown edged red on Plan 1 situate on and forming part of the Estate together with the part of the Building situate on and above the said land as shown hatched red on Plan 1 Plan 2 and Plan 3 together also with all additions alterations and improvements which may be carried out during the Term and all Landlord's fixtures and fittings from time to time in and about the same and including for the purposes of obligation as well as grant:
- (a) the foundations of the Building beneath the land edged red on Plan 1
  - (b) the structure of the Building within the said land edged red on Plan 1 including:
    - (i) the roofs above the same and
    - (ii) one half width of the structural wall separating that part of the Building hatched red on Plan 1 Plan 2 and Plan 3 from Office Unit 4
  - (c) the 24 car parking spaces within the land coloured pink on Plan 1 and
  - (d) the fire escape attached to the Building within the said land edged red on Plan 1

BUT EXCLUDING from the demise

- (a) the part of the Estate Road (and the foundations beneath the same) shown hatched black on Plan 1
- (b) the part of the Building Curtilage Area (and the foundations beneath the same) shown crosshatched black on Plan 1 and
- (c) the part of the Landscaping (and the foundations beneath the same) shown crosshatched black on Plan 1
- (d) that part of the Cycle Parking Area (and the foundations beneath the same) shown coloured orange and hatched black on Plan 1
- (e) the Electrical Supply Cupboard

"Electrical Supply Cupboard" the electrical supply cupboard forming part of the Building and shown hatched blue on Plan 1

"Estate" the land shown edged blue on Plan 1 and each and every part of it

"Estate Lighting" the lighting equipment within the Estate and Estate Road including without prejudice to the generality of the foregoing the lighting equipment within the landscaping area the undercroft and other external parts of the Building together with all ancillary equipment cables wires and switches including the meter housing/control panel

"Estate Road" the estate road coloured brown on Plan 1

"Insured Risks" fire storm tempest flood earthquake lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them riot civil commotion malicious damage subsidence terrorism and bursting or overflowing of watertanks apparatus and pipes (but excluding any risks in respect of which from time to time insurance is not available in the normal market at a reasonable premium)

"Interest" interest at the rate of four per centum above the base rate from time to time of The Royal Bank of Scotland plc during the period from the date on which the expenditure is incurred or from which the interest is to run to the date of payment as well before as after any judgement and if such base rate shall for any reason cease to be used or published then interest calculated by reference to such other comparable commercial rate as the parties may agree or in default of agreement as may be determined by an independent person to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the

	application of the Landlord or the Tenant and the fees of such person including the cost of his appointment shall be in his award
"Landlord"	the party named as "Landlord" in the Particulars and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
"Landscaping"	the areas of landscaping forming part of the Estate and shown coloured green on Plan 1
"Lettable Unit"	premises forming part of the Estate which are or are intended or are designed at any material time to be the subject of a separate occupation by letting or disposal at a premium on long lease
"Motorcycle Parking Area"	the motorcycle parking area forming part of the Estate and shown coloured purple on Plan 1
"Particulars"	the descriptions and terms appearing on the preceding pages headed "Lease Particulars" which comprise part of this lease
"Perpetuity Period"	the period ending 80 years from the date of this lease and this period shall for the purposes of this lease represent the perpetuity period specified by section 1 of the Perpetuities and Accumulations Act 1964
"Plan 1" "Plan 2" "Plan 3" and "Plan 4"	the plans annexed to this lease so marked
"Refuse Collection Point"	the refuse collection point forming part of the Estate and shown coloured grey on Plan 1
"Services"	the services set out in schedule 6
"Specified Proportion"	twenty three per centum (23%) provided always that if the area of the Estate shall be varied by reason of alteration extension sub-division redevelopment or reduction then the specified proportion shall be adjusted by the Landlord acting reasonably in such manner as shall be just and equitable
"Tenant"	the party named as "Tenant" in the Particulars and includes the Tenant's successors in title and assigns and in the case of an individual his personal representatives
"Term"	the term of years stated in the Particulars and includes the period of any holding over or any extension or continuation whether by statute or common law
"Title Encumbrances"	all rights easements quasi-easements privileges and other matters affecting the Demised Premises including (but without prejudice to the generality of the foregoing) so far as the same affect the Demised

Premises and are subsisting or capable of taking effect or are exercisable or capable of being enforced the rights easements restrictive or other covenants agreements conditions and other matters mentioned or referred to in the registers at the Land Registry under title number HD394340 or in the deeds and documents mentioned or referred to in the registers at Land Registry under the aforesaid title number

"VAT" value added tax and any other tax of a similar nature

- 1.2 Where two or more persons are included in the expression "the Tenant" covenants which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
- 1.3 Words importing persons shall include firms companies and corporations and vice versa
- 1.4 Any covenant by the Tenant not to do any act or thing shall include an obligation not to knowingly permit or suffer such act or thing to be done
- 1.5 Reference to any right of the Landlord to have access to or entry upon the Premises shall be construed as extending to all persons authorised by the Landlord including agents professional advisers contractors workmen and others
- 1.6 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 1.7 The title headings appearing in this lease are for reference only and shall not affect its construction
- 1.8 Any reference to a clause or schedule shall mean a clause or schedule of this lease
- 1.9 Whenever in this lease there is an obligation imposed upon either party to make a payment then there shall be implied an additional obligation by that party to pay all VAT due upon that payment

## 2. PREMIUM AND DEMISE

In consideration of TWO MILLION ONE HUNDRED AND SIXTY THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£2,160,750) plus THREE HUNDRED AND SEVENTY EIGHT THOUSAND ONE HUNDRED AND THIRTY ONE POUNDS AND TWENTY FIVE PENCE (£378,131.25) in respect of VAT (the receipt of which is acknowledged by the Landlord) the Landlord HEREBY DEMISES to the Tenant the Demised Premises TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING therefor together with any VAT payable thereon from time to time the rents reserved by clause 6

## 3. RIGHTS

The Landlord GRANTS to the Tenant and those authorised by it and for the Demised Premises (in common with the Landlord and those authorised by the Landlord and all others entitled) the benefit of the rights set out in schedule 1



**4. EXCEPTIONS AND RESERVATIONS**

There are EXCEPTED AND RESERVED from the demise (for the benefit of the Landlord and those authorised by it and all others entitled and for the benefit of the Estate) the rights set out in schedule 2

**5. SUBJECTIONS**

The demise is made SUBJECT TO the matters referred to in schedule 3 so far as they are still subsisting and affect the Demised Premises and/or the rights granted by this lease

**6. RENT**

The rents reserved by this lease are:

6.1 the Rent

6.2 the service charge referred to in schedules 4 and 6

6.3 on demand by way of further rent an amount equal to the costs and expenses (including insurance valuation fees (but not where such valuation occurs more than once in any three year period) which the Landlord from time to time properly incurs in effecting and maintaining insurance pursuant to clause 5.7 of Schedule 4

6.4 any VAT chargeable on any of the rents reserved by the preceding provisions of this clause 6

**7. TENANT'S COVENANTS**

The Tenant COVENANTS with the Landlord throughout the Term in the terms set out in schedule 4

**8. LANDLORD'S COVENANTS**

The Landlord COVENANTS with the Tenant (but so that the Landlord shall not remain personally liable hereunder after it shall have parted with the reversion to this lease) as mentioned in schedule 5

**9. PROVISOS AND DECLARATIONS**

PROVIDED ALWAYS AND IT IS HEREBY AGREED by and between the parties hereto as follows:

**9.1 Landlord's disclaimer**

Unless due to the negligence or default of the Landlord or its employees and save to the extent that the Landlord may be liable under the provisions of the Defective Premises Act 1972 the Landlord shall not be responsible to the Tenant or the Tenant's licensees employees agents or other persons in the Demised Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Demised Premises or on any property over which the Tenant exercises rights

**9.2 No rights over adjoining or neighbouring property**

The Tenant shall not be entitled to any right of light or air or any other easement right or privilege for the Demised Premises (except as may be expressly granted or

reserved by this lease) which would or might restrict or prejudicially affect the future rebuilding alteration development or free use of the Estate or any way liberty privilege easement right or advantage whatsoever upon or through the Estate which the Demised Premises would (but for this provision) be entitled to by virtue of section 62 of the Law of the Property Act 1925

**9.3 Tenant unable to enforce similar covenants in adjoining property etcetera**

9.3.1 Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other property belonging to the Landlord

9.3.2 Each of the Tenant's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting adjoining or neighbouring premises of the Landlord

**9.4 Service of notices**

This lease incorporates the regulations respecting notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

**9.5 Covenants for title**

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") the Landlord grants this lease with full title guarantee except that:

9.5.1 the covenants set out in sections 2, 3, 4 and 5 of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") shall not extend to any matters now recorded in registers open to public inspection

9.5.2 the covenants set out in section 3 of the 1994 Act shall not extend to charges incumbrances or other rights exercisable by third parties other than those created by the Landlord

9.5.3 the Landlord shall not be liable under any of the covenants set out in sections 2 and 3 of the 1994 Act after the date being the earlier of any disposition by the Tenant and the date twelve years after the date of this Lease

**9.6 Contracts (Rights of Third Parties) Act 1999**

9.6.1 Unless the right of enforcement is expressly provided for in this lease a person who is not a party to this lease may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms

9.6.2 Except to the extent that there is express provision in this lease to the contrary the parties may by agreement rescind or vary this lease without the consent of any such person

**10. PROVISIO FOR RE-ENTRY**

10.1 The Landlord may re-enter upon all or any part of the Demised Premises if there shall be any breach of the Tenant's covenants contained in clause 2 of schedule 4

- 10.2 If the Landlord shall re-enter in accordance with clause 10.1 then this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant

**11. EXCLUSION OF REPRESENTATIONS**

The Tenant acknowledges that this lease has not been entered into wholly or partly in reliance upon any statement or representation made by or on behalf of the Landlord save in so far as any such statement or representation is expressly set out in this lease or has been made in writing by the Landlord's solicitors to the Tenant's solicitors before the date of entry into this lease

**12. DEED OF RELEASE**

- 12.1 At any time during the Perpetuity Period the Landlord may require the Tenant to execute and deliver to the Landlord a deed of release in favour of the owners and/or occupiers of the land comprised in title number HD5091 at the date of this lease of the covenants contained in a transfer dated 22 October 1941 made between Laing's Properties Limited (1) and The Commissioners for Executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland

- 12.2 The deed of release referred to in clause 12.1 shall be in a form to be agreed by the parties (both parties acting reasonably) prepared by the Landlord and upon delivery of such deed to the Tenant the Tenant shall (for no consideration or other payment) execute the deed and return the same to the Landlord within 21 days unconditionally and with irrevocable authority for the deed to be completed

**IN WITNESS** whereof this lease has been executed by the parties as a deed the day and year first above written

**SCHEDULE 1**  
**Rights granted for the Demised Premises**

1. The right to the free passage of water soil gas electricity telecommunications and any other services to and from the Demised Premises through the Conduits (until adoption of the same or any relevant part) in upon or under the Building and/or the Estate and connecting to the existing services
2. The right on giving to the Landlord not less than five working days prior written notice (except in the case of emergency) to enter on to any part of the Estate (save as may be within any building within any Lettable Unit):
  - 2.1 to repair maintain relay or renew any Conduits exclusively serving the Demised Premises or
  - 2.2 (in the event that such compliance or work cannot be carried out from within the Demised Premises) to comply with the tenant's covenants contained in this lease or
  - 2.3 to carry out any alterations to the Demised Premises

Provided That the Landlord may at its option carry out or procure the carrying out of such work at the Tenant's reasonable cost and subject to such other stipulations as the Landlord may reasonably make

3. The right in common with the Landlord (and those authorised by it and all others entitled) to use the Estate Road only for the purpose of passing to and from the Demised Premises and the public highway with or without vehicles at all times
4. The right in common with the Landlord (and those authorised by it and all others entitled) to pass and repass on foot only over and along the Building Curtilage Area as may be reasonably required to obtain pedestrian access to and egress from the Building and the Demised Premises
5. The right in common with the Landlord (and those authorised by it and all others entitled) to use the Motorcycle Parking Area only for the purpose of parking motorcycles
6. The right in common with the Landlord (and those authorised by it and all others entitled) to use the Cycle Parking Areas only for the purpose of parking cycles
7. The right in common with the Landlord (and those authorised by it and all others entitled) of access to and egress from the Refuse Collection Point for the purpose of disposing of refuse from the Demised Premises
8. The rights in paragraphs 1 2 3 4 and 5 are to be exercised:
  - 8.1 in a reasonable manner and
  - 8.2 in such a way as not to obstruct the free flow of traffic and persons on the Estate Road
9. Any exercise of the right contained in paragraph 2 above by the Tenant is at all times subject to the person exercising that right:

- 9.1 in a reasonable manner causing as little obstruction interference damage or disturbance as reasonably practicable
- 9.2 making good all damage caused to the Estate or any building for the time being erected on the Estate to the reasonable satisfaction of the Landlord forthwith after completion of any works carried out in the exercise of such rights
- 9.3 indemnifying the Landlord against all proper expenses costs claims and other liability properly arising out of the exercise of such rights even where the exercise of such rights is carried out strictly in accordance with the above provisions
10. The right of support and protection for all buildings on the Demised Premises from the Building and the Estate
11. The right for the Tenant or any occupier of the Demised Premises for the time being to be represented on any tenant name indicator board or boards (if any) as may be maintained from time to time by the Landlord within the Estate

**SCHEDULE 2**  
**Exceptions and reservations to the Landlord and others**

1. The right at all reasonable times to enter the Demised Premises or onto any part of the exterior thereof for the following purposes:
  - 1.1 to gain access to and from the Electricity Supply Cupboard
  - 1.2 to perform any obligations or provide any of the Services under this lease
  - 1.3 to repair construct maintain clean renew relay or disconnect any Conduits which serve the Estate including for the avoidance of doubt any petrol interceptor located within any Conduits
  - 1.4 to carry out any works necessary as a result of any breach by the Tenant of any of the covenants imposed upon it by this lease

Provided That the Landlord shall not exercise such right without having given the Tenant at least ten working days notice (save in case of emergency) and otherwise than in the company of a representative of the Tenant (if the Tenant shall so desire and provide) and will cause as little obstruction interference or disturbance as reasonably practicable and will make good forthwith all damage (but shall not be liable for consequential loss arising directly or indirectly from such damage) so caused to the Demised Premises to the Tenant's reasonable satisfaction

2. The right of light air support and protection from the Demised Premises for the benefit of the Building and the Estate
3. The right at any time within the Perpetuity Period to erect or permit to be erected or altered any building or structure or carry out any other works on the Building and the Estate notwithstanding any obstruction or interference with the passage and access of light and air to any building which is or may be erected upon the Demised Premises
4. The right to the free passage of water soil gas electricity telecommunications and any other services to and from the Building and the Estate through the Conduits in upon or under the Demised Premises
5. The right to let or dispose of any adjoining adjacent or neighbouring property for any purpose

**SCHEDULE 3  
Subjections**

The Title Encumbrances

**SCHEDULE 4**  
**Tenant's Covenants**

1. Without prejudice to any other provision or provisions of this lease that the Tenant and the persons deriving title under it will at all times after the date of this lease observe and perform the Title Encumbrances insofar as they affect the Demised Premises and are subsisting or capable of taking effect or are exercisable or capable of being enforced and will indemnify and keep the Landlord and its estate and effects indemnified against all actions proceedings costs claims demands and liability in respect of any future breach non-observance or non-performance of the same
2. To pay to the Landlord the service charge on the dates specified in and in accordance with schedule 6 together (if the Tenant shall fail so to pay) with interest from the due date until payment
3. To pay or indemnify the Landlord against all existing and future rates taxes and outgoings payable for the Demised Premises and such proportion as shall (so far as concerns matters of fact) be conclusively determined by the Landlord (who shall act fairly and reasonably) of those payable for the Building or for the Estate or for the Demised Premises together with other premises but not any such matters which relate to the receipt of rent by the Landlord or to any dealings by the Landlord with the reversion of this lease
4. To well and substantially to repair and keep in good and substantial repair and condition the Demised Premises including all appurtenances thereto belonging and the sanitary water heating cooling and ventilating apparatus and the conducting media forming part of the Demised Premises and to renew and replace from time to time all landlord's fixtures and fittings being part of the Demised Premises which may become beyond repair
- 5.1 Subject to any excesses exclusions or limitations required by the insurers the Tenant shall insure and maintain insurance against:
  - 5.1.1 loss or damage to the Demised Premises by the Insured risks and such other risks as the Landlord may from time to time reasonably determine for the full reinstatement cost of the Demised Premises including without limitation architects' surveyors' and other professional fees and incidental expenses the cost of shoring up demolition and site clearance and similar expenses and VAT on all the above
  - 5.1.2 property owner's employer's and public liability of the Landlord arising out of or in connection with any matter relating to the Premises
- 5.2 At the reasonable request of the Landlord the Tenant shall produce evidence of the insurances effected pursuant to clause 5.1 and of the payment of the last premium
- 5.3 In case the Demised Premises or any part thereof shall be burned down or damaged by fire or other Insured Risk the Tenant will subject to the provisions of any Act of Parliament or regulation and any local byelaw for the time being in force (unless it is or becomes impossible or impracticable to rebuild or reinstate the Demised Premises or a substantial part thereof) rebuild or reinstate the Demised Premises provided that in any reinstatement or rebuilding after damage by fire or other Insured Risk the Tenant shall be obliged to reinstate or rebuild substantially in accordance with the then existing plans sections elevations and specifications any



of the existing buildings and subject to the requirements of any Act of Parliament or regulation or any local byelaw

- 5.4 The Tenant shall not do anything which may prejudice any insurance policy in respect of the Demised Premises or any adjacent or nearby property and the Tenant will at all times comply with all requirements of the insurers
- 5.5 The Tenant shall:
- 5.5.1 keep the Demised Premises supplied with such fire-fighting equipment as the insurers and the competent fire authority may reasonably require and maintain that equipment to the satisfaction of all those persons and
- 5.5.2 not store inflammable explosive or otherwise dangerous substances or goods at the Demised Premises other than those stored in the normal course of occupier's business at the Demised Premises or obstruct the access to any fire equipment or the means of escape from or over the Demised Premises
- 5.6 As soon as any damage caused by any of the Insured Risks occurs and as soon as there comes to the attention or there ought reasonably to come to the attention of the Tenant any occurrence which might affect any insurance policy relating to the Demised Premises or any adjacent or nearby property the Tenant shall as soon as reasonably practicable give notice of the occurrence to the Landlord
- 5.7 If the Tenant at any time fails to comply with its obligations contained in clause 5.1 the Landlord shall be entitled to effect insurance over the Demised Premises in respect of those risks or matters not insured by the Tenant
6. To pay on demand a fair proportion (to be conclusively determined by the Landlord who shall act fairly and reasonably) of the reasonable expenses payable by the Landlord in respect of inspecting constructing testing repairing redecorating rebuilding renewing re-laying lighting cleansing maintaining and connecting up all (if any) roads pavements passages boundary walls fences conducting media and all other things used in common by the occupiers of the Demised Premises and the occupiers of other premises on the Estate or hereafter provided for such use (in so far as the same are not included in schedule 6) including without prejudice to the generality of the foregoing the rainwater pipe and gulley shared with Office Building 4 Warwick Court
7. To permit the Landlord after reasonable prior written notice (being at least two weeks) to the Tenant (or at any time in an emergency) and in the company of a representative of the Tenant (if the Tenant shall so require and provide) to enter the Demised Premises:
- 7.1 to remedy any breach of covenant for which the Tenant is liable (without prejudice to the Tenant's liability for such breach)
- 7.2 to exercise a right under this lease
8. To pay on demand to the Landlord the reasonable cost or expense properly incurred by the Landlord arising out of any entry upon the Demised Premises properly made by the Landlord in order to remedy any failure by the Tenant to comply with its covenants set out in this schedule 4 together with interest thereon from the date any such cost or expense is properly incurred
9. To maintain those parts of the Demised Premises which are not built upon in a clean and tidy condition and to keep the external appearance of the Demised

Premises in good order clean and tidy and maintained in accordance with the principles of good estate management

10. Not to discharge into Conduits serving the Estate anything which will be corrosive or harmful or which would cause any obstruction or deposit therein and not to damage or interfere with the Conduits
11. Not to carry out any process or use on the Demised Premises in such a manner which pollutes or otherwise contaminates the Building or the Estate
12. Not to do anything in or upon the Demised Premises or any part thereof or in or upon any other part of the Building or the Estate or in or upon any other area which the Tenant is by virtue of this lease authorised to use (whether in common with others or not) which may be or become a nuisance or cause damage to the Landlord or the tenants and occupiers of any other part of the Building or the Estate or of other property in the neighbourhood
13. To observe and cause to be observed at all times any reasonable regulations imposed by the Landlord for the general running orderliness and management of the Estate and the services thereof as already or from time to time hereafter notified by the Landlord to the Tenant and this clause shall be without prejudice to the generality of any other provision contained in these presents which shall touch and concern the same subjects
14. Within one month after any assignment charge underlease sub-underlease or any transmission or other devolution of an interest in the Demised Premises or any part of the Demised Premises to give notice of such transaction to the Landlord
15. To keep the Landlord indemnified from and against all proper and reasonable expenses costs and losses arising from any breach of any of the Tenant's covenants contained in this lease
16. Throughout the Term to comply with statutes and with mandatory directions or requirements of any local or public or other statutory authority in respect of the Demised Premises or any part thereof (whether such requirements or directions are imposed upon or made of the owner or occupier of the Demised Premises) to the extent that the relevant authority is entitled to enforce the statute direction or requirement and does so
17. At the determination of the Term (howsoever the same may be determined) to quietly yield up the Demised Premises to the Landlord
18. To indemnify and keep indemnified the Landlord and its successors in title from and against all actions claims demands and liabilities arising out of any injury damage loss or expense suffered by any person using or calling upon any part of the Building or the Estate caused by any act or omission by the Tenant or any person deriving title under the Tenant or any occupier of the Demised Premises or any part thereof or any of their respective agents servants invitees or licensees
19. All payments to be made pursuant to this lease shall (save where otherwise specifically provided) be taken to be exclusive of VAT (or any other tax of a similar nature that may be substituted for it or levied in addition to it) properly chargeable in respect of the supply or supplies giving rise to such payment and in addition to any monies due from the Tenant under the terms and provisions of this lease the Tenant shall pay at the respective times when such monies are due such VAT (or any other tax aforesaid) at the rate for the time being in force as shall be chargeable in respect of any such monies subject to receiving a valid VAT invoice

20. Not to do or omit anything whereby any policy of insurance on the Building or the Estate may become void or voidable nor (unless the Tenant shall have previously notified the Landlord and have paid the increased premium) anything whereby abnormal or loaded insurance premiums may become payable
21. The Tenant will not unreasonably withhold or delay consent to a request made by the Landlord in accordance with section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from the covenants on the part of the landlord contained in this lease to the extent (if any) that such covenants continue to bind the Landlord after assigning the reversion
22. For so long as the adjoining land shown edged blue on Plan 4 is used as an hotel the Tenant shall not use or permit the Demised Premises to be used for any use within Class C1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987

**SCHEDULE 5**  
**Landlord's Covenants**

1. To provide the Services in accordance with schedule 6 Provided That neither the Landlord nor its successors in title shall be liable for any breach of this obligation once it or they shall have parted with its or their interest in the Demised Premises to the person for the time being entitled to the reversion immediately expectant on the determination of the Term and Provided Further That the Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by stoppage or defect beyond the Landlord's control of any plant or machinery in or service to the Demised Premises or the Estate or any neighbouring premises Provided That the Landlord uses reasonable endeavours to prevent the occurrence of such stoppage or defect and to remedy such stoppage as soon as practicable
  
2. To permit the Tenant to peaceably and quietly hold and enjoy the Demised Premises without any lawful interruption or disturbance from or by the Landlord or by any person claiming under or in trust for the Landlord

**SCHEDULE 6**  
**Services and service charge**

**Services**

1. The term defined in paragraph 2 of this schedule 6 shall for all purposes of this lease have the meaning specified
2. The "Services" are:
  - 2.1 cleaning inspecting repairing maintaining altering testing and when necessary renewing resurfacing replacing or rebuilding:
    - 2.1.1 the Estate Road including for the avoidance of doubt the part of the Estate Road shown hatched black on Plan 1
    - 2.1.2 the Estate Lighting
    - 2.1.3 the Conduits serving the Estate including for the avoidance of doubt any petrol interceptor located within such Conduits (but excluding any such Conduits that exclusively serves any individual Lettable Units)
    - 2.1.4 any retaining walls fences and other boundary features surrounding the Estate (other than within any Lettable Units)
    - 2.1.5 the Landscaping including for the avoidance of doubt the part of the Landscaping shown cross-hatched black on Plan 1
    - 2.1.6 the Building Curtilage Area including for the avoidance of doubt the part of the Building Curtilage Area shown cross-hatched black on Plan 1
    - 2.1.7 the Motorcycle Parking Area
    - 2.1.8 the Cycle Parking Areas
    - 2.1.9 the Electrical Supply Cupboard
  - 2.2 any reasonable fees properly payable to a competent authority or any other person for the provision of any utility services to the Building or the Estate (other than in respect of any Lettable Unit)
  - 2.3 the proper cost of complying with any insurer's requirements and/or statutory requirements in connection with the Building or the Estate (other than requirements relating exclusively to any Lettable Unit)
  - 2.4 the provision and maintenance within the Estate of a notice board or boards giving the names of the occupiers of premises in the Estate
  - 2.5 the insurance of the the Estate (other than the Building and any Lettable Units) against such risks as the Landlord in its reasonable discretion properly determines from time to time that it should maintain in accordance with the principles of good estate management
  - 2.6 taking any steps which the Landlord properly and reasonably deems desirable and expedient for complying with making representations against and otherwise

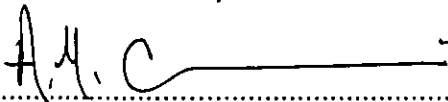
- contesting the incidence of the provisions of any legislation or order or statutory requirements relating to the Building and/or the Estate as a whole
- 2.7 the provision of communal containers at the Refuse Collection Point for the disposal of refuse and the arrangement of the said containers to be emptied as and when appropriate
  - 2.8 the provision maintenance repair renewal and replacement of entrance and exit traffic control barriers and equipment
  - 2.9 reasonable and proper fees for computing and auditing the service charge and the management of the Building or the Estate by the Landlord's agents or its own staff
  - 2.10 the cost of maintaining a supply of electricity to the Estate Lighting traffic control barriers/equipment petrol interceptor and to such other facilities on the Estate (other than within any Lettable Units) provided by the Landlord in the interests of good estate management
  - 2.11 without limiting the aforesaid all other reasonable expenses properly incurred by the Landlord in providing and maintaining services facilities and amenities of and for the Building and the Estate (other than within any Lettable Units) Provided That such services shall only be supplied if they are in the interests of good estate management

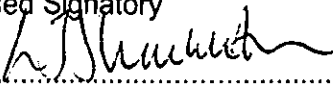
#### Payment

3. The Tenant covenants to pay to the Landlord by way of service charge without deduction or set-off or counterclaim the Specified Proportion of the service expense which means the reasonable and proper cost and expense including VAT in any service charge year during the Term incurred by the Landlord in connection with the provision and maintenance of any of the Services
4. The Landlord shall as soon as conveniently practicable after 31 December in each year prepare and supply to the Tenant a copy of an account showing the service expense for the service charge year then ended (each year or other accounting period ending on 31 December being referred to in this schedule 6 as a service charge year) certified by the Landlord's accountant and the certified account shall be final and binding on the Tenant as to matters of fact save in the case of manifest error and the Tenant shall be afforded on request reasonable facilities for inspecting and taking copies of the accounts and the receipts and other documents supporting them
5. The Tenant shall pay for each service charge year of the Term as a provisional service charge the amount demanded in accordance with the Landlord's reasonable estimate of the service charge for the Demised Premises on the foregoing basis for that service charge year by four equal quarterly payments in advance on 25 December 25 March 24 June and 29 September
6. If the service charge for any service charge year when certified in accordance with paragraph 4 of this schedule 6 shall exceed the provisional service charge paid for that year the amount of the excess shall be due within fourteen days of the service of the demand on the Tenant but if it shall be less then the amount of the overpayment shall be credited to the Tenant against the next quarterly payment of service charge
7. If the Landlord does not demand a provisional service charge as mentioned in paragraph 5 of this schedule 6 in respect of any service charge year then the whole

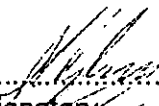
of the service charge for that year shall be paid by the Tenant within fourteen days of the service of a demand after the amount thereof has been certified in accordance with paragraph 4 of this schedule 6

Executed as a deed by affixing the common seal of **THE NATIONAL FARMERS UNION MUTUAL INSURANCE SOCIETY LIMITED** in the presence of:

  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

Executed as a deed by affixing the common seal of **NFU MUTUAL INSURANCE PENSION FUND TRUST CO LIMITED** in the presence of:

  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

PLAN 1

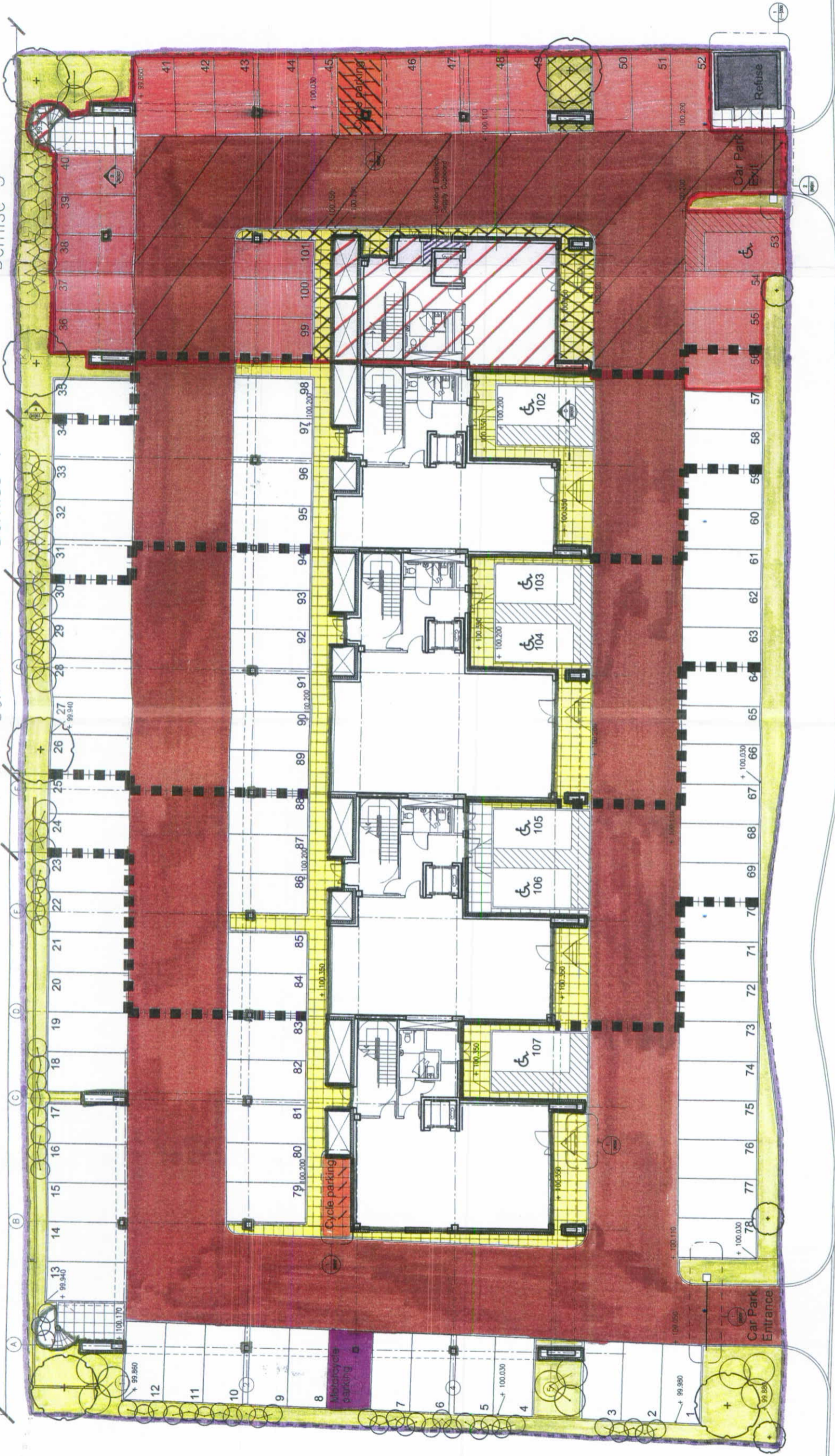
Demise 5

Demise 4

Demise 3

Demise 2

Demise 1



Do not scale from this drawing. Check all dimensions and areas on site.

**daa**  
DARLING ASSOCIATES ARCHITECTURE  
38 New Cavendish Street, London W1W 6EU T: 020 7733 2222 E: daa@darlingassociates.com

Project:  
Office Development  
Warwick Road, Borehamwood, Herts  
Title:  
Car Parking Demise

Project No:	4057	Drawing No:	(-)-110	Revision:	G
Scale:	1:25 @ A1	2:50 @ A3	Car Park No: (-)110.A00	Issue:	RN
Date:	15.12.2004	Designer:	JP	Issue:	RN

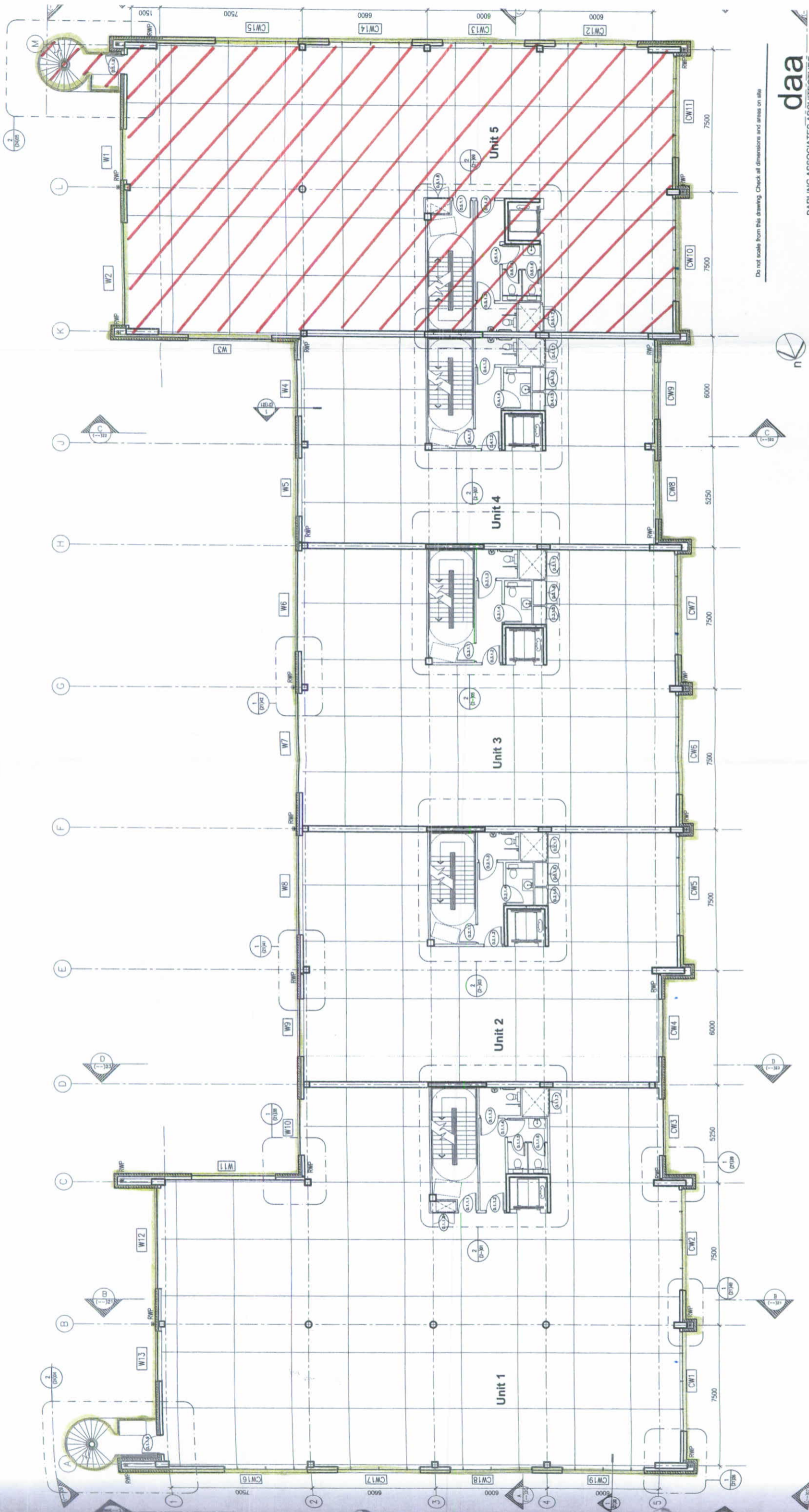
Rev	Notes	Date	By
G	Revised Demises	26.05.2005	JP
F	Refuse store amended, Landlord Elec. Cupol. located adjacent to Unit 5.	23.05.2005	JP
E	Car park amended. Parking demise amended.	26.04.2005	JP
D	Parking demise amended. Refuse store relocated.	21.01.2005	JP
C	Parking demise amended	22.12.2004	JP
B	Parking demise amended	16.12.2004	WR
A	Updated to full revised layout	15.12.2004	WR
Rev	Notes	dd.mm.yyyy	By

for construction





PLAN 2



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99 New Cammell Street, London W1W 6DT t: 020 7325 0458 e: daa@darlingassociates.com

Project: Office Development  
 Warwick Road, Borehamwood, Herts  
 Title: First Floor Plans

Project No:	4057	Drawing No:	(-)/04	Revision:	S
Scale:	100 @ A1	200 @ A3	CAD File No: (-)/02.dwg	Date:	Date
Drawn:	JP	Issue:	RN		

Rev	Notes	By	Date	Issue
H	Unit 2 extended, window amended, RWP's added. Wheel chair refuge added to fire escape stairs	JP	7.02.2005	Com
G	North amended	JP	18.01.2005	Com
F	External walls and edge of slab amended	JP	03.01.2005	Com
E	Lifts, doors and corridor width revised	JP	21.12.2004	Com
D	Lifts to original design. Facade updated	JP	13.12.2004	Com
C	Lifts in units 2, 3 and 4 revised	JP	10.12.2004	Com
B	Unit 3 with no extension. Unit 5 to 3m ext.	JP	08.12.2004	Com
A	Units 3 and 5 extension to be 7.5m	JP	02.12.2004	Com

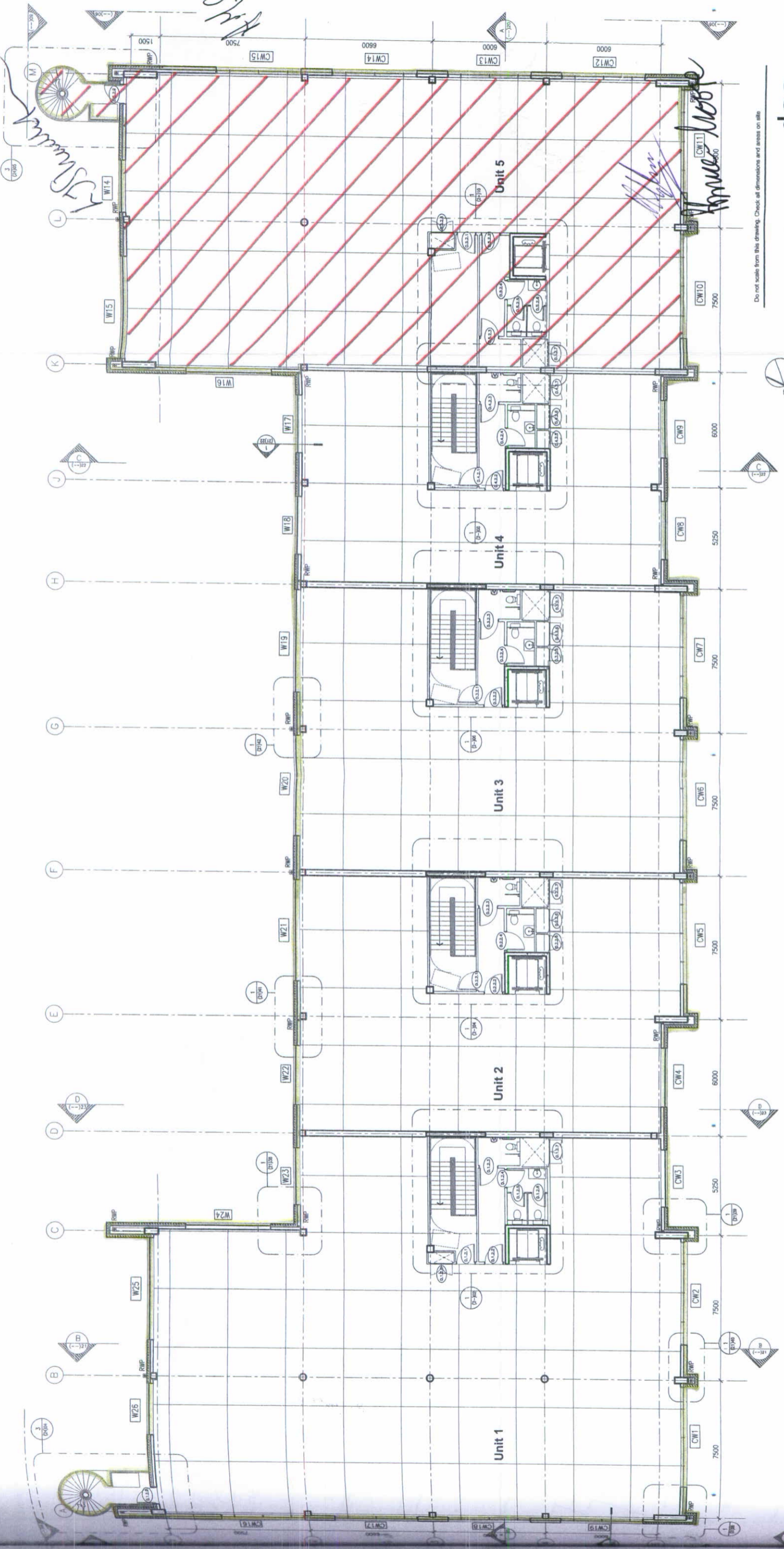
Rev	Notes	By	Date	Issue
Q	Columns CL 58 SF 50 SL enlarged	CP	19.04.2005	Com
P	Concrete staircase	CP	15.04.2005	Com
O	Windows CW15 and CW16 amended.	JP	24.03.2005	Com
N	Placing grid amended. References added.	CP	24.03.2005	Com
M	Columns and brickwork on GL 1 amended. Windows adjacent to external stairs amended. Dimensions of shaft for KONE III confirmed.	JP	21.03.2005	Com
L	Plan amended to showing first floor only	JP	04.03.2005	Com
K	External wall and windows amended. Areas amended.	JP	28.02.2005	Com
J	Block & wood Panel to external walls/columns	CP	22.02.2005	Com

S	Bricks & windows to East elevation	CP	23.05.2005	Com
R	Planning grid on Unit 1 to be 3m x 3m	JP	09.05.2005	Com



FOR CONSTRUCTION

PLAN 3



Do not scale from this drawing. Check all dimensions and areas on site.

**daa**  
DARLING ASSOCIATES ARCHITECTURE

89 New Cammish Street, London W1W 6QH | 020 7323 9488 | [info@darlingassociates.com](mailto:info@darlingassociates.com)

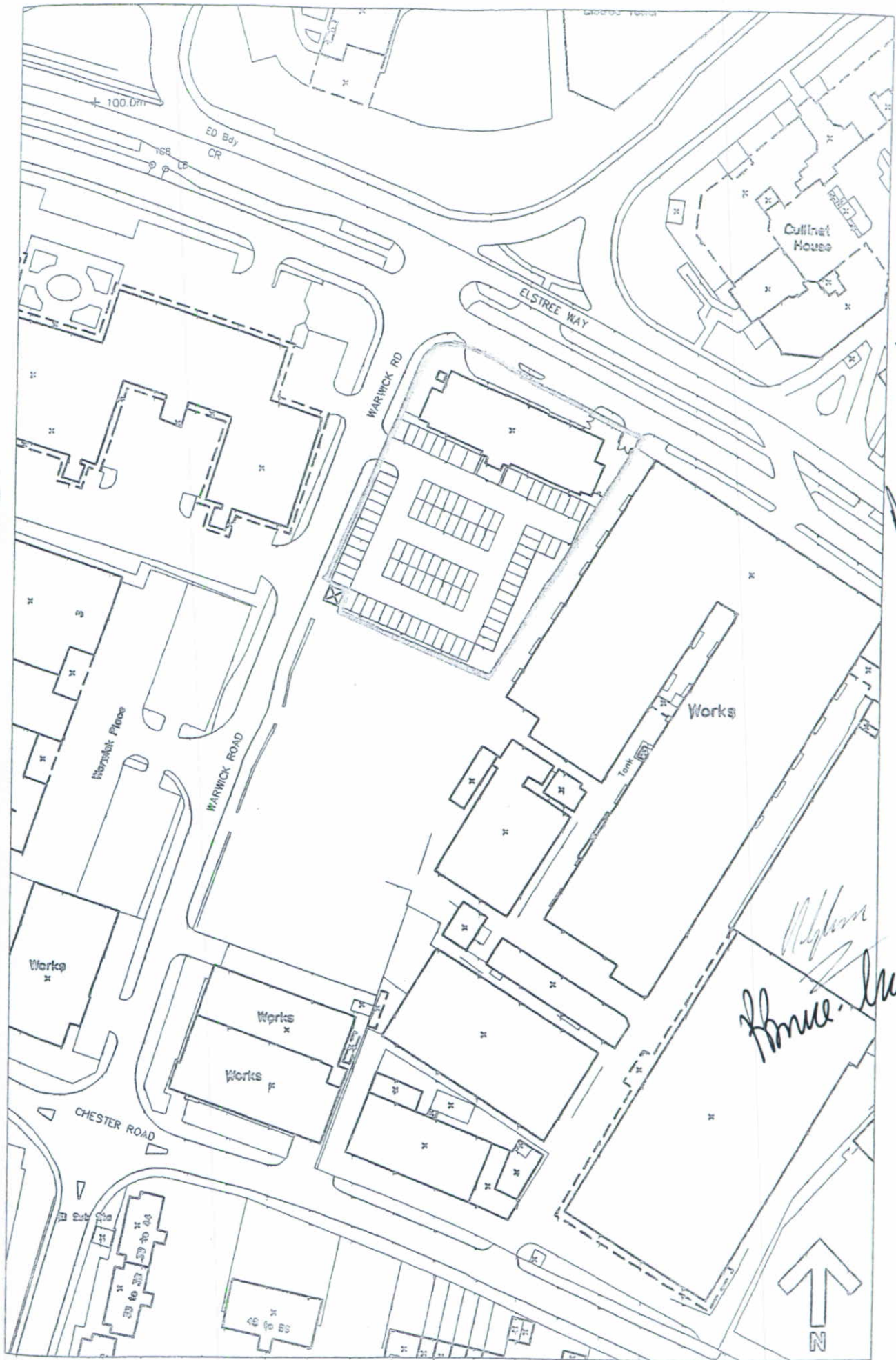
Project: Office Development  
 Warwick Road, Borehamwood, Herts  
 Title: Second Floor Plan

Project No:	Drawing No:	Revision:
4057	(--)/10	F
Scale:	100 @ A1	200 @ A3
Date:	04.03.05	Drawn: CP
		Issue: RN

Rev	Notes	dd/mm/yyyy	By	Issue
F	Bricks and windows to east elevation	22.05.2005	CP	Issue
E	Planning grid on Unit 1 to be 3m x 3m	09.05.2005	JP	Issue
D	Columns on GL 5B, 5F, 5G, 5L enlarged	19.04.2005	CP	Issue
C	Windows CW15 and CW16 amended. concrete staircase	15.04.2005	JP	Issue
B	Planning grid amended. References added.	24.02.2005	CP	Issue
A	Columns on GL1 modified. Windows adjacent to external stairs modified. LIR shaft dims confirmed to KONE spec.	21.03.2005	JP	Com

FOR CONSTRUCTION





*W. Shuck*

*A.M.C.*

*Allyson  
Bruce Moore*

