

 DATED 2ND JUNE 2011

OTTLEY CORP

(1)

- and -

ITE GROUP PLC

(2)

COUNTERPART
LICENCE TO PERMIT ALTERATIONS

of
105 Salusbury Road
London NW6 6RG

Simmons Stein
Compass House
Pynnales Close
Stanmore Middx HA7 4AF
GSS/WBKB

LICENCE

DATED

2nd June

2011

BETWEEN :

- (1) **OTTLEY CORP** c/o Compass House Pynnales Close Stanmore Middlesex
HA7 4AF
("the Landlord")
- (2) **ITE GROUP PLC** whose registered office is at 105 Salusbury Road London
NW6 6RG (Company Registration Number 01927339)
("the Tenant")

WITNESSETH as follows :

1. In this Licence
 - (1) the expressions defined in the First Schedule hereto have the meanings therein assigned to them
 - (2) the expression "the term granted by the Lease" includes any extension thereof by agreement or pursuant to any Act of Parliament now or hereafter to be passed
 - (3) where the context requires words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter
2. Subject to the covenants and conditions hereinafter contained the Landlord hereby grants to the Tenant Licence to carry out the Works
3. The Tenant hereby covenants with the Landlord in the terms of the Second Schedule hereto
4.
 - (1) This Licence is confined to the matters hereby expressly permitted and does not authorise anything further
 - (2) Nothing herein contained shall be deemed to release the Tenant from any liability in respect of any antecedent breach of covenant

- (10) This Licence and any approval instructions or supervision given or carried out hereunder are granted given or carried out without any liability on the part of the Landlord or its professional advisers or employees and imply no responsibility for the Works their design or execution
- (11) Nothing contained in this Licence or any notice plan or specification given to the Landlord shall be construed or take effect as notice under the Landlord and Tenant Acts 1927 and 1954 of an intention to make improvements to the Premises and the Tenant shall not be entitled to compensation in respect of the Works at the end of the Term (howsoever terminated)

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

THE FIRST SCHEDULE

"the Premises"

Part of the Ground Floor, Part of the First Floor and the whole of the Second Floor at 105 Salusbury Road London NW6 6RG

"the Lease"

A lease of the Premises dated 12th August 1999 and made between

(1) The Landlord (referred to as Ottley Corporation SA)

(2) The Tenant

"the Works"

The erection of a satellite dish on to the Premises in conformity with the annexed plan

THE SECOND SCHEDULE

The Tenant hereby covenants with the Landlord as follows:

1. Before commencement of the Works to produce to the Landlord for approval such approval not to be unreasonably withheld or delayed copies of all necessary permissions and consents as are capable of being granted at that time and if applicable to make a written declaration to the Health and Safety Executive stating that the Tenant is the sole "client" for the purposes of the Construction (Design and Management) Regulations 1994 ("the CDM Regulations")
2. To pay to the Landlord any increased or extra premium payable for insurance against risks occasioned by the execution of the Works
3. If the Tenant commences the Works to carry out and complete the Works at his own expense within the period (if any) specified in the First Schedule hereto in a good and workmanlike manner with good quality materials strictly in conformity with all relevant statutory and local authority requirements regulations and byelaws and in accordance with all necessary planning permissions building regulations and consents and in compliance with the CDM Regulations and in a proper and workmanlike manner to the reasonable satisfaction of the Landlord's surveyor who shall be given all reasonable and necessary facilities for inspecting the progress of the Works and the quality of the materials and workmanship used therein
4. To carry out the Works with as little inconvenience as practicable and to indemnify the Landlord against all claims for injury damage or loss and against all actions costs proceedings claims and demands by third parties howsoever arising as a result of the Works
5. To comply with the terms and conditions from time to time laid down by the Institution of Electrical Engineers and with the regulations of the electricity supply authority

6. To procure that the Works are undertaken by reputable contractors and in accordance with current codes of practice
7. At the Tenant's own expense to carry out such further work to the Premises (including work in respect of means of escape in case of fire) as may be necessary to comply with any requirements or regulations of the Fire Officer Local Authority or other competent authority as a consequence of the Works such work to be carried out to the reasonable satisfaction of that authority and of the Landlord's surveyor
8. To ensure that all builders' materials and equipment are kept within the curtilage of the Premises and are removed from the Premises forthwith upon completion of the Works and that no rubbish refuse or materials of any kind whatsoever are left in the roadways or on the pavement leading thereto
9. On completion of the Works if applicable:-
 - (a) To provide the Landlord with a certified copy of the completed health and safety file prepared for the Works in accordance with the CDM Regulations and
 - (b) To allow the Landlord's surveyor to inspect the Works
 - (c) To procure that the Landlord is granted the required licences to allow it lawfully to use and copy the information and documentation contained in the health and safety file for any purpose in connection with the Premises or any building of which the Premises form part
10. In the event of the Landlord being assessed or charged for any tax or other fiscal imposition or suffering any reduction in any available tax loss as a result of the Works to indemnify and pay to the Landlord on demand the whole amount thereof
11. To pay and bear all the proper and reasonable fees (together with Value Added Tax) of:-
 - 11.1 The Landlord's surveyor in connection with this Licence

- 11.2 The Landlord's management fee for approving the Works
- 11.3 The Landlord's solicitors fee in connection with this Licence
12. At the expiration or sooner determination of the Lease unless released in writing from compliance with this stipulation by the Landlord at his own cost to reinstate and make good the Premises in every respect and to restore the same to the same plan and design as at the date hereof and as if the Works hereby authorised had not been made

EXECUTED as a DEED by)
ITE GROUP PLC acting by its)
director and secretary)

Director x  x NJ

Secretary x  x JP







