

DATED Twelfth September 2005

OTTLEY CORP

(1)

ITE GROUP PLC

(2)

-and-

ZONE VISION ENTERPRISES LIMITED

(3)

COUNTERPART

LICENCE TO INSTALL

SATELLITE ANTENNA

at 105 Salusbury Road  
London NW6

Simmons Stein  
58 Queen Anne Street  
London W1G 8HW  
GSS.WAPU



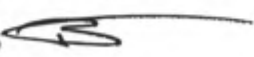
LICENCE

DATED

12 September

2005

BETWEEN:

- (1) OTTLEY CORP whose address for service in England and Wales is at 58 Queen Anne Street London W1G 8HW  
("the Landlord")
- (2) ITE GROUP PLC whose registered office is at 105 Salusbury Road London NW6  
("the Tenant")
- (3) ZONE VISION ENTERPRISES LIMITED whose registered office is at ~~Unit 4~~  
<sup>105-109</sup>  
~~Queen's Studios 117/121~~ Salusbury Road London NW6   
("the Sub-lessee")

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 Sub-lessee hereby covenants with the Landlord and separately with the Tenant 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
- (3) If anything hereby permitted is not implemented (or in the case of the Works is not commenced) within three months from the date hereof then the Landlord may by written notice to the other parties hereto withdraw this Licence and everything herein contained shall thereupon be null and void save that the Sub-lessee shall not be released from any obligation to make payment of any outstanding fees or expenses incurred by the Landlord
- (4) The conditions for re-entry contained in the Lease and the Sub-lease shall be exercisable as well on any breach of any covenant herein contained as on the happening of any of the events mentioned in the said conditions for re-entry
- (5) Covenants given by any party hereto to the Landlord are given by such party for himself and his successors in title to the Landlord and his successors in title
- (6) Where any party hereto consists of more than one person covenants given by such party are given jointly and severally
- (7) The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- (8) All the lessee's covenants and the conditions contained in the Lease and the Sub-lease which are now applicable to the Premises shall continue to be applicable to the same when and as altered by the execution of the Works and shall apply to the Premises in their then altered state
- (9) The Works and the obligations in this Licence shall be disregarded for the purposes of any rent review due under the terms of the Lease

- (10) This Licence is restricted to the particular alterations and to the Works hereby authorised and shall not authorise any further or other variation from the covenants and conditions contained in the Lease and Sub-lease which shall otherwise remain in full force and effect
- (11) 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
- (12) 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 neither the Tenant nor the Sub-lessee shall be entitled to compensation in respect of the Works at the end of the term in each case granted by the Lease or the term granted by the Sub-lease (howsoever terminated)
- (13) This Licence shall be determinable at any time upon the Landlord giving to the Tenant and the Sub-lessee one months prior written notice whereupon this Licence shall become null and void

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

**THE FIRST SCHEDULE**

"the Premises"	Part Ground First and Second Floor 105 Salusbury Road London NW6
"the Lease"	A lease of the Premises dated 12 <sup>th</sup> August 1999 and made between



	(1) The Landlord
	(2) The Tenant
"the Sub-lease"	Together the two subleases of Part Ground and Part First Floors 105 Salusbury Road London NW6 dated 4 <sup>th</sup> June 2003 and made between
	(1) The Tenant
	(2) The Sub-lessee
"the Works"	The installation of an additional satellite antenna and associated fixings in accordance with the specification annexed such works to be completed within 3 months from the date hereof

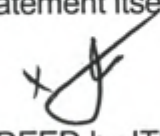
#### **THE SECOND SCHEDULE**

1. The Sub-lessee hereby covenants with the Landlord and separately with the Tenant as follows:
  - 1.1 Before commencement of the Works to produce to the Landlord and his Tenant for approval copies of all necessary permissions and consents and if applicable to make a written declaration to the Health and Safety Executive stating that the Sub-lessee is the sole "client" for the purposes of the Construction (Design and Management) Regulations 1994 ("the CDM Regulations")
  - 1.2 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 and consents (the obligation of obtaining the same prior to the commencement of the Works being on the Sub-lessee) and in

compliance with the CDM Regulations and in a proper and workmanlike manner under the superintendence and in all respects to the satisfaction of the Landlord's and the Tenant's surveyor who shall be given all necessary facilities for inspecting the progress of the Works and the quality of the materials and workmanship used therein

- 1.3 To carry out the Works with the least possible inconvenience and to indemnify the Landlord and the Tenant 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
- 1.4 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
- 1.5 On completion of the Works if applicable:-
  - (a) To provide the Landlord and the Tenant with a certified copy of the completed health and safety file prepared for the Works in accordance with the CDM Regulations and
  - (b) 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
- 1.6 In the event of the Landlord or the Tenant 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 or the Tenant (as the case may be) on demand the whole amount thereof
- 1.9 To pay and bear all the reasonable fees (together with Value Added Tax) of the Landlord's and Tenant's Surveyor relating to this Licence
- 1.10 At the expiration or sooner determination of the Sub-lease unless released in

writing from compliance with this stipulation by the Landlord or the Tenant 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 BUT SO THAT if the Tenant releases the Sub-lessee from its obligation contained in this sub-clause then the Tenant shall at the expiration or sooner determination of the Lease carry out such reinstatement itself in accordance with this sub-clause

  
EXECUTED as a DEED by ITE )  
GROUP ~~LIMITED~~ <sup>PLC</sup> acting by its )  
Director and Secretary )

Director \*



IT

\*

Secretary \*



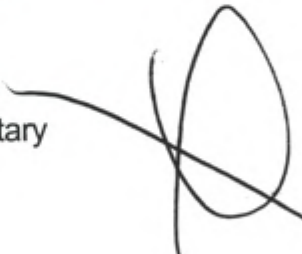
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EXECUTED as a DEED by ZONE )  
VISION ENTERPRISES LIMITED )  
acting by its Director and Secretary)

Director



Secretary





**SDC**  
*INTERNATIONAL*



Andreea Buga



SCC International  
Logo for ema...

<http://www.scci.co.uk/>>

**PLEASE NOTE THIS MAIL IS FROM ROB WICKINGS. [Rob@scci.co.uk](mailto:Rob@scci.co.uk)  
<<mailto:Rob@scci.co.uk>>**

Our Ref. 01-09211

Dear Andreea,

Following our recent site survey, we have pleasure in forwarding the following information and quotation to supply and install satellite system for the reception of channels from the following antennas:

Motorised - 16 East and 10 East (90cm)  
Fixed Antenna - 15 West (90 cm)  
Fixed Antenna - 28 West (90 cm)  
Fixed Antenna - 19 East (90 cm)  
Fixed Antenna - 36 East (90 cm)

All antennas will be channel master type, fixed on non-penetrating roof mounts supplied and installed as per image.

The antennas are to be installed at roof level adjacent to the Plant Room. The cable is to be routed across the flat roof on tray work and then installed down the riser to the 1st floor under Kitchen floor to Comms Room.

We propose to supply a 19" comms rack 42u high with 16 2u shelves. This will facilitate the installation of satellite receivers. All satellite receivers are to be supplied by Zone Vision.

The comms rack will be supplied with RF modulators to make it possible to view pictures at the RF points.

From the survey, we understand you wish to have up to nine viewing locations. The RF amplifier network will allow up to 16 points to enable future expansion.

The option to have satellite IF points will be possible from each of the satellite antennas.

Equipment to be supplied and installed:

5 x Channel Master 90cm Antennas  
4 x Azel Mounts  
1 x Polar Mount  
5 x Quad LNBs  
1,800m WF125 IF Cables  
5 x Twelve Way Satellite Switches Philips  
5 x Non-Penetrating Roof Mounts  
Blocks, Fixings and Roof Protection Materials  
1 x 42u Rack with Power Rails, Glass Door and Side Panels  
16 x 2u Modem Shelves  
2 x Two U Trunk Panels  
Rack Loom  
16 x Philips RF Modulators  
3 x Philips Cases  
RF Amplifier and Combiner  
9 x RF Outlets with Face Plates

**Cost:**

Equipment: £10,291.05 + VAT

Installation: £1,500.00 + VAT

Survey: £100.00 + VAT

Rack Build: £900.00 + VAT

I trust the above meets with your approval. Please do not hesitate to contact me should you have any queries.

Best regards,

Rob Wickings  
for & on behalf of  
**SCC International**

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