

DATED 2nd July 1999

OTTLEY CORPORATION SA

(1)

- and -

VODAFONE LIMITED

(2)

---

Counterpart  
LEASE

-of-

Part Roof Area at  
105 Salusbury Road  
London NW6

---

Simmons Stein & Co  
58 Queen Anne Street  
London W1M 9LA  
GSS.ARZ

LEASE

DATED

BETWEEN:

50p  
4p  
5p

2nd

July

1999



- (1) OTTLEY CORPORATION SA of 58 Queen Anne Street London W1M 9LA  
("the Landlord")
- (2) VODAFONE LIMITED whose registered office is at The Courtyard 2-4 London Road Newbury Berkshire RG14 1JX  
(Company Registration Number 1471587)  
("the Tenant")

WITNESSES:

1. In this Lease unless the context otherwise requires the following expressions have the meanings specified
  - 1.1 "The Landlord" shall include the estate owner for the time being of the immediate reversion of the premises hereby demised expectant on the term hereby granted
  - 1.2 "The Building" shall mean the property described in Part I of the First Schedule
  - 1.3 "Common Parts" shall mean the fire escape entrances entrance lobbies landings lifts and staircases in the Building and any other parts of the Building intended for general use
  - 1.4 "The Premises" shall mean the premises specified in Part II of the First Schedule
  - 1.5 "The Rents" shall mean the rents reserved in Clause 2
  - 1.6 "Service Conduits and Appliances" shall mean gas pipes water pipes drains ducts electric mains wires supply lines appliances air conditioning apparatus and services

1.7 "The Term" means the term hereby granted

1.8 "VAT" means Value Added Tax or other tax of a similar nature (and unless expressly stated all reference to rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon)

2. The Landlord HEREBY DEMISES the Premises to the Tenant TOGETHER WITH the rights granted in Part I of the Second Schedule RESERVING to the Landlord the rights set out in Part II of the Second Schedule and Subject to all rights and easements (if any) enjoyed by any neighbouring property over or in respect of the Premises TO HOLD (subject to the rights of determination set out below) for the term of twenty years from the 29th day of September 1998 YIELDING AND PAYING therefor during the Term First until the 29th day of September 2003 rent at the rate of Seven Thousand Five Hundred Pounds (£7,500.00) per annum and thereafter in accordance with the provisions of the Third Schedule such rent to be paid quarterly in advance on the usual quarter days in each year the first payment to be made on the 2nd day of *Sept* 1999 for the period from the 2nd day of *Sept* 1999 to the 28th day of *Sept* 1999

3. THE TENANT COVENANTS with the Landlord:

3.1 Rent

To pay the Rents at the times and in manner aforesaid and if so required by direct debit or bankers standing order and without deduction by way of set off (whether legal or equitable or of any other description) or otherwise



### 3.2 Outgoings

To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter imposed charged or assessed upon or payable in respect of the Premises

### 3.3 Common Facilities

To pay a fair and reasonable proportion (according to user) of the amounts (if any) incurred by the Landlord for repairing and cleansing all party walls fences sewers drains pipes watercourses and other things the use of which is common to the Premises and to any adjoining or neighbouring premises

### 3.4 Statutory Requirements

- 3.4.1 At its own expense to comply with all national and local legislation affecting the Premises and with any requirements which may be properly made under any Act of Parliament or the bye-laws and regulations of the local or other authority in relation to the Premises
- 3.4.2 To inform the Landlord forthwith as soon as reasonably practicable of any notice order or proposal for a notice or order served on the Tenant relating to the Premises by any person company government or local authority

### 3.5 Condition of Premises

- 3.5.1 To keep the Premises and the radio base station in good and substantial repair and condition throughout the Term
- 3.5.2 Not to cause the roof of the Building to become untidy or in a dirty condition and not to allow any articles

whatsoever to be left or stored thereon

3.5.3 Not to cause or permit any damage to be caused to the Building or to the Premises

3.5.4 Not to make any alterations whatsoever to the Building or to the Premises (save as permitted by this Lease) without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) and provided that the Tenant may replace equipment when necessary

3.5.5 Not to erect any new structures or buildings on the Building or on the Premises PROVIDED THAT the Tenant may having first obtained all necessary planning and other consents erect and maintain on the Premises a radio base station and may bring fit and fix on and over the Premises and on the roof of the Building such antennas aerials cables pipes wires conduits and other apparatus appliances and things (hereinafter referred to as "the apparatus") along the routes shown on the plan annexed hereto for the purposes connected with the use occupation and enjoyment of the Premises by the Tenant and may remove all or any of the said radio base station and the apparatus at any time during and at the expiration of the Term provided that the Tenant shall make good any damage thereby caused consistent with the covenants herein contained and shall cause as little inconvenience as possible

### 3.6 Yielding Up

At the expiration or sooner determination of the Term to



deliver up the Premises vacant and in accordance with the Tenant's covenants herein contained and to give up all keys to the Premises and to remove all lettering and signs erected by the Tenant and the radio base station upon or near the Premises and forthwith make good any damage caused by such removal

### 3.7 Alienation

3.7.1 Not to part with or share possession of the whole of the Premises save that the Tenant may share possession of the Premises and the benefit of the rights granted by this Lease with any company which is a member of the same group of companies as the Tenant (within the meaning of section 42 of the Landlord and Tenant Act 1954)

3.7.2 Not to assign underlet or charge the whole or any part of the Premises or to enter into any arrangements whereby the Tenant holds the Premises or any part of the Premises on trust or as the nominee for another to the intent that this Lease shall be exclusively personal to the Tenant

### 3.8 Nuisance

3.8.1 Not to do anything upon the Premises which may be or become or grow to be a public or private nuisance either to the Landlord or any of its tenants or occupiers of the Building

3.8.2 To pay to the Landlord all reasonable and proper costs charges and expenses which may be incurred by the Landlord in abating a nuisance in respect of the

Premises whether in obedience to a notice served by a local or public authority or otherwise

3.9 Use

- 3.9.1 Not to use or permit the Premises or any part thereof to be used other than as a radio base station
- 3.9.2 Not to permit the use of the Premises to cause any radio frequency interference with any mechanical electrical or electronic apparatus situated and being lawfully operated in the Building nor permit any noise or vibrations to be emitted from the Premises so as to be heard or felt in the Building
- 3.9.3 Not to do or permit or bring in or upon the Premises anything which may throw on the Premises or any adjoining buildings any weight or strain in excess of that in which such Premises are calculated to bear with due margin for safety
- 3.9.4 Not at any time to do or permit to be done either by commission or omission anything on or in connection with the Premises the doing or omission of which shall be a contravention of the Town and Country Planning Acts and not to apply for any Planning Permission or such other consents without the approval of the Landlord first having been obtained (such approval not to be unreasonably withheld or delayed)
- 3.9.5 Not to do or allow to be done in or upon the Premises anything whereby the insurance for the time being effected by the Landlord on the Building or any part thereof may be rendered void or voidable or be in any



way affected nor do or allow to be done anything whereby an additional premium may become payable for the insurance of the Building or any such adjoining neighbouring property and to indemnify and pay to the Landlord on demand any such increased premium

### 3.10 Indemnities

To indemnify and keep the Landlord indemnified from all liabilities whatsoever and howsoever arising in respect of the use of the Premises by the Tenant provided that the Landlord shall not compound compromise or settle any claims relating to such liabilities without the prior consent of the Tenant (such consent not to be unreasonably withheld or delayed)

### 3.11 Insurance

3.11.1 To keep the radio base station insured against loss or damage by fire explosion storm lightning tempest flood burst pipes impact aircraft and obstacles dropped therefrom riot civil commotion and malicious damage and also against public liability arising as a result of its occupation of the Premises and in the event of the radio base station being destroyed in whole or in part forthwith either to immediately apply for all necessary planning permissions and consents (subject as hereinbefore provided) and forthwith to reinstate the same or otherwise remove the radio base station and reinstate the Premises in accordance with the covenants herein contained

3.11.2 To ensure that the radio base station is properly



equipped against fire and any other risk arising as a result of the use referred to herein or occupation by the Tenant

3.12 Keyholder

To supply the Landlord with up to date details of a keyholder for the radio base station who may be contacted in the event of an emergency

3.13 Landlord's costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal and surveyor's fees and costs and commission payable to a bailiff) of and incidental to :

- 3.13.1 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- 3.13.2 any schedule relating to wants of repair to the Premises whether served before or after the termination of the Term
- 3.13.3 the recovery of the Rents whether by distress or otherwise
- 3.13.4 a contribution of £500 plus VAT towards the cost of the preparation and completion of this Lease and the stamp duty payable on the Counterpart thereof

3.14 Interest

To pay interest at the rate of four per centum per annum above the base rate of Barclays Bank PLC current from time to time upon any rent which has not been paid within twenty

one days of becoming due such interest to be calculated on a day to day basis from the date of the same becoming due down to the date of payment

3.15 VAT

3.15.1 Whenever any sum is payable by the Tenant on which VAT or other tax is payable to pay to the Landlord in addition to such sum the amount of the VAT or other tax thereon at the rate applicable to that payment

3.15.2 If the Landlord has an option whether or not to charge VAT the Tenant hereby irrevocably consents to the Landlord freely exercising that option to the extent from time to time permitted by law

4. THE LANDLORD HEREBY COVENANTS with the Tenant:

4.1 That the Tenant observing all the covenants and conditions herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises without any disturbance or interruption by the Landlord or any person or persons rightfully claiming through under or in trust for the Landlord or by title paramount

4.2 To insure the Building in its full reinstatement value and for loss of rent against usual risks with a reputable Insurance Company and if the Premises shall be destroyed or damaged by any of the Insured Risks and subject to the Landlord obtaining any planning or other permissions necessary for rebuilding or reinstating the Building to expend the insurance monies receivable by the Landlord (other than money received for loss of rent) in rebuilding



or reinstating the Building PROVIDED THAT if for any reason the rebuilding or reinstatement of the Building is prevented or frustrated all such insurance monies shall be the absolute beneficial property of the Landlord

5. Re-entry

If:

- (a) the Rents or any part thereof shall be in arrears for twenty eight days next after becoming payable (whether formally demanded or not) or
- (b) there shall be any breach non-performance or non-observance of any of the Tenant's covenants or
- (c) the Tenant shall become bankrupt or enter in liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a Receiver or an Administrative Receiver appointed of its undertakings or
- (d) the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods

it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any rights of action of the Landlord or the Tenant in respect of any antecedent breach by the other or any covenants hereunder



6. Landlord and Tenant Act 1954

6.1 Having been so authorised by an order of the Central London County Court made on the 29th September 1998 in the matter numbered PH83242 the parties agree that the operation of the Landlord and Tenant Act 1954 Sections 24 to 28 (inclusive) is excluded in relation to the tenancy created by this Lease

6.2 On or as a result of the determination of this Lease whether by effluxion of time or earlier notice the Tenant shall not be entitled to any statutory or other compensation

7. Determination

Either party may determine this Lease at the expiration of the tenth and fifteenth years of the Term by giving not less than twelve months prior written notice to the other and on the expiry of such notice the Term shall absolutely cease and determine but without prejudice to the rights of either party in respect of any antecedent breaches of the terms hereof of the other party

8. Waiver of Rent

If the Premises or any part thereof shall be damaged or destroyed so as to be unfit for occupation or use then the Rents hereby reserved or a proportionate part thereof according to the nature and extent of the damage shall cease to be payable

9. Notices

Notices given pursuant to this Lease shall be in writing and shall be sent by first class post to or left at the



REMOVE EXISTING ELECTRICAL FITTINGS (SWITCHES, LIGHT FITTINGS) & PIPES ETC. EXTG. BASEMENT CEILING & WALL SURFACES TO BE CLEANED AND MADE DAMPSEAL BY ANGLO BUILDING PRODUCTS. O.S.A. (WHITE).

ENTRANCE FLOOR - PROVIDE MARLEY STRIP SKIRTING TO COVER OVER 2.5mm ARMSTRONG ACCOFLEX UNIVERSAL TILES (TILE COLOUR ~ MID GREY). O.S.A. 5mm THK. FLOORING GRADE PLYWOOD LAID ON CLASS SC3 TIMBER JOISTS AT 400mm C/C BRICKWORK AT 1000mm NOMINAL C/C.

CEILING - SURFACE TO BE WIREBRUSHED & CLEANED SUITABLY TO RECEIVE 2 COATS OF SANDTEX MATT EMULSION - WHITE (BY BLUE CIRCLE O.S.A.).

WALLS - 140mm NON-LOADBEARING FAIRFACED BLOCKWORK. FLUSH BAGGED JOINT, SUITABLE TO RECEIVE PAINT ON BOTH SIDES (NOT THE CAVITY SIDE). PAINT SPECIFICATION AS CEILING ABOVE.

ELECTRICAL - 8 WAY DORMAN SMITH SINGLE PHASE DISTRIBUTION BOARD (AS STANDARD VODAFONE UNIT) FOR FUTURE CONNECTIONS BY VODAFONE LTD. ALL ELECTRICAL COMPONENTS TO BE PROVIDED AND INSTALLED BY T.D.C.L.

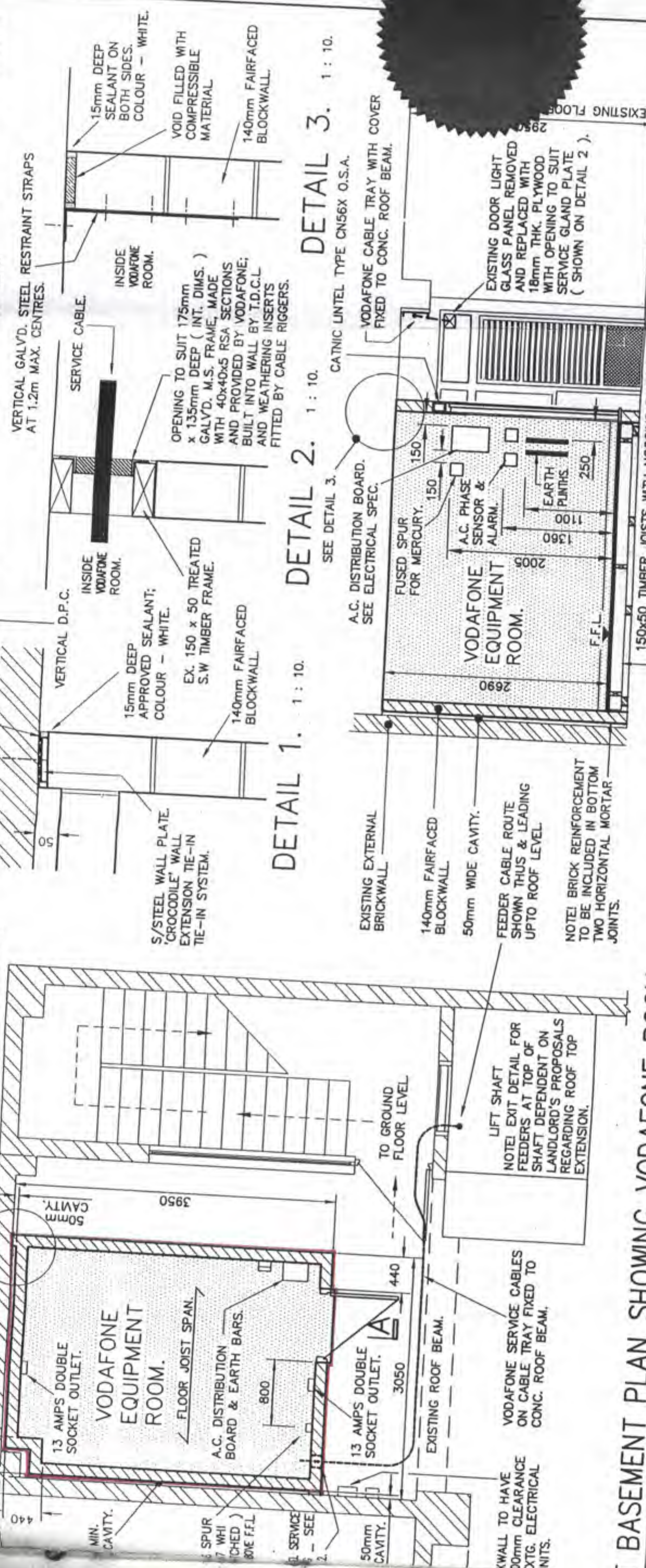
TIMBER - TO BE TANALISED AND PRIMED. EXPOSED WORK TO BE PAINTED WITH 1 COAT OF UNDERCOAT AND 2 COATS OF GLOSS WHITE.

CEILING - SURFACE TO BE WIREBRUSHED & CLEANED SUITABLY TO RECEIVE 2 COATS OF SANDTEX MATT EMULSION - WHITE (BY BLUE CIRCLE O.S.A.).

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TIMBER - TO BE TANALISED AND PRIMED. EXPOSED WORK TO BE PAINTED WITH 1 COAT OF UNDERCOAT AND 2 COATS OF GLOSS WHITE.



**BASEMENT PLAN SHOWING VODAFONE ROOM.**

CLIENT: **vodafone**

REMARKS: BY CHK.

DRAWING TITLE: RADIO BASE STATION (CSI 0398T) at INSTITUTE FOR THE BLIND, 105 SALUSBURY ROAD, KENSAL TOWN, LONDON. NW6 6RH.

EQUIPMENT ROOM - G.A.

DESIGN OFFICE: 395 GEORGE ROAD, BIRMINGHAM, B23 7RZ. TEL 0121 344-4888 FAX 0121 344-4801

Tilbury Douglas

COMPUTER AIDED DRAWING - AVOID MANUAL MODIFICATION

DRAWN: A.M. CHECKED: DATE: 09-03-98. SCALE: AS SHOWN. REVISION:

DRAWING No. 2444/1462/A3/05.



address or registered office of the addressee which is specified herein or subsequently notified to the other party hereto and the expression "notify" shall be construed accordingly

10. No Warranty as to use

Nothing herein shall be deemed to constitute any warranty by the Landlord that the Premises or any part thereof are under the current planning laws authorised for use for any specific purposes

IN WITNESS whereof the parties have duly executed this Deed

The FIRST Schedule

Part I

The Building

ALL THAT Property known as 105 107 and 109 Salusbury Road in the London Borough of Brent

Part II

The Premises

ALL THOSE premises situate in the Building and shown for the purpose of identification only edged red on the plan annexed

THE SECOND SCHEDULE

Part I

Rights Granted

(1) The use in common with the Landlord all authorised persons and the other occupiers for the time being of the Building of the Common Parts



(2) The right to lay or have laid through or under the Building such electricity supply and telephone cables to the Premises and the apparatus as may be required by the Tenant along the routes shown on the plan annexed hereto or such additional and/or alternative routes as may from time to time at the Tenant's request be approved by the Landlord

(3) The right to bring fit and fix on and over the Premises and on the roof of the Building such antennas aerials and other apparatus appliances and things in the locations shown on the plan annexed hereto or such additional and/or alternative locations as may from time to time at the Tenant's request be approved by the Landlord such approval not to be unreasonably withheld or delayed

## Part II

### Rights Reserved

(1) The passage and use of all such Service Conduits and Appliances as pass or run into through along under or over the Premises

(2) The right for the Landlord and all authorised persons at all reasonable times upon prior notice (and accompanied by a representative of the Tenant if required by the Tenant) except in case of emergency to enter the Premises for the purpose of cleaning or repairing any Service Conduits and Appliances or for the purpose of cleaning repairing or rebuilding the Building or any adjoining premises

(3) The right for any authorised tenant or occupier of any other part of the Building by prior arrangement with the Tenant at

reasonable times in the daytime and at any time in case of emergency to enter the Premises for the purpose of repairing that other part of the Building making good any damage so caused

(4) All rights of light air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Tenant) now or hereafter belonging to or enjoyed by the Premises from or over any adjoining or neighbouring land or building

(5) The right to build or rebuild or repair or alter or improve the Building or any adjoining or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding that the light or air to the Premises is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected

#### THE THIRD SCHEDULE

(1) For the purposes of this schedule the following have the following meanings:-

"the Review Date" means the end of each fifth year of the said term

"the Base Figure" means 164.4

"the Index" means the all Item index figure of the Retail Prices Index published by the Department of Employment or any successor Ministry or Department

"the Increase" means the amount (if any) by which the Index shall have increased from the Base Figure in the month in which the relevant Review Date falls

"the Initial Rent" means the rent payable upon the



commencement of the Term but does not include any sums payable in respect of insurance of the Premises

"the Additional Rent" means the sum that bears the same proportion to the Initial Rent as the Increase bears to the Base Figure

(2) The rent payable under this Lease shall be reviewed in accordance with this Schedule upon each Review Date

(3) From and after each Review Date the rent payable under this Lease shall be the Initial Rent plus the Additional Rent (if any) provided that it shall not in any event be lower than the rent payable immediately prior to the relevant Review Date

(4) If the reference base used to compile the Index shall change after today's date the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at today's date had been retained

(5) If it becomes impossible by reason of any change after today's date in the methods used to compile the Index or for any other reason whatsoever to calculate the Additional Rent by reference to the Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the Additional Rent or the construction or effect of this clause the determination of the Additional Rent or other matter in difference shall be determined by an arbitrator to be appointed either by agreement between the parties or in default of agreement by the president for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his



behalf) this being deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if determination shall also be impossible) shall determine a reasonable Additional Rent for the Premises on the said dates having regard to the purposes and intent of the provisions in the Lease for the review of the rent

(6) If at any of the Review Dates there shall be in force a statute which shall prevent restrict or modify the Landlord's right to review the rent in accordance with this Lease and/or to recover any increase in the rent the Landlord shall when such restriction or modification is removed relaxed or modified by entitled (but without prejudice to its rights if any to recover any rent the payment of which has only been deferred by law) on giving not less than one month's notice in writing to the Tenant of the restriction or modification being removed relaxed or modified to proceed with any review of the rent which may have been prevented or further to review the rent in respect of any review where the Landlord's right was restricted or modified and the date specified in the said notice shall be deemed for the purposes hereof to be a Review Date (providing that nothing herein shall be construed as varying any subsequent Review Dates except any where such a statute shall be in force in which event the provisions of this paragraph shall apply) and the Landlord

shall be entitled to recover any resulting increase in rent with  
effect from the earliest date as shall be permitted by law

THE COMMON SEAL of VODAFONE )  
LIMITED was hereunto affixed )  
in the presence of: )



Director/Authorised signatory

Secretary