

DATED

30 March

2009

(1) MAIDENHEAD INDUSTRIAL ESTATES LIMITED

(2) RAPIDSWITCH LIMITED

DEED OF VARIATION

relating to

a Lease of
Units A, B, C and D
Clivemont Road
Cordwallis Industrial Estate
Maidenhead

2nd Floor
West Point
Cardinal Square
10 Nottingham Road
Derby DE1 3QT
United Kingdom

DX 729800 Derby 25

Direct Fax: 0845 634 1732
Switchboard: +44(0)1332 361 000
www.freethcartwright.co.uk

Figure 1

1	STATE OF NEW YORK	1
2	JACKSON COUNTY	1
3	TENANT'S COVENANT	1
4	REGISTRATION OF THIS DEED	2
5	ENDORSEMENT	3
6	COSTS	3
7	EXECUTION	4
8	APPLICABLE LAW	4
9	CONTRACTUAL RIGHTS OF THIRD PARTIES	4
	THE SCHEDULE	5
	Variations to the Lease	5
	ANNEXURE 1	9
	Telecommunications Apparatus Plan	9

LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative Area : Windsor and Maidenhead
Property : Units A, B, C and D and yard area at Clivemont Road, Cordwallis Industrial Estate, Maidenhead
Landlord's Title Number : BK156089
Tenant's Title Number : BK425365
THIS DEED IS DATED 30 March 2009

BETWEEN

(1) the Landlord

MAIDENHEAD INDUSTRIAL PROPERTIES LIMITED

Company Number: 00660031
Registered Office: 14 Craufurd Rise, Maidenhead,
Berkshire

(2) the Tenant

RAPIDSWITCH LIMITED

Company Number: 04535693
Registered Office: Spectrum House, Clivemont Road,
Maidenhead SL6 7SW

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed
- (C) The Landlord is entitled to the immediate reversion to the Lease
- (D) The residue of the term granted by the Lease is vested in the Tenant

AGREED TERMS

1. INTERPRETATION

In this deed:

1.1. The following words and expressions have the following meanings:

Lease	a lease of the Property dated 4 July 2008 and made between (1) the Landlord and (2) the Tenant
Demised Premises	the premises leased by the Tenant and known as Units A, B, C and D and yard area at Clivemont Road, Cordwallis Industrial Estate, Maidenhead demised by the Lease

- | | |
|-----------------------------------|--|
| Telecommunications Apparatus | the pipe fibre optic cables and subterranean communications duct the route of which is shown coloured red on the Telecommunications Apparatus Plan |
| Telecommunications Apparatus Plan | the plan showing the route of the Telecommunications Apparatus attached at Annexure 1 |
| Term | the term of years granted by the Lease |
| Value Added Tax | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax |
- 1.2. References to the "Landlord" include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the "Tenant" include a reference to its respective successors in title and assigns
 - 1.3. A reference to the "Lease" includes any deed, licence, consent, approval or other instrument supplemental to it
 - 1.4. A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them
 - 1.5. A "person" includes a corporate or unincorporated body
 - 1.6. The expression "tenant covenants" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995
 - 1.7. Unless the context otherwise requires, a reference to the "Demised Premises" is to the whole and any part of them
 - 1.8. Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule
 - 1.9. Clause, Schedule and paragraph headings do not affect the interpretation of this deed

2. VARIATIONS OF THE LEASE

2.1. Variations made

In consideration of the Landlord granting to the Tenant the additional rights contained in the Schedule and in consideration of the Tenant entering into the covenants with the Landlord it is agreed between the Landlord and the Tenant with

the intent to bind the persons who for the time being are entitled to the unexpired residue of the Term and to the reversion immediately expectant on determination of the Term that from and including the date of this deed, the Lease shall be read and construed as varied by the provisions set out in the Schedule

2.2. Lease remains in force

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been contained in the Lease with effect from the date of this Deed

3. TENANT'S COVENANT

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed

4. REGISTRATION OF THIS DEED

4.1. Application for registration

Promptly following the completion of this deed, the Tenant shall apply to register this deed at the Land Registry against the Tenant's registered title number

4.2. Requisitions

The Tenant and the Landlord shall ensure that any requisitions raised by the Land Registry in connection with an application for registration are dealt with promptly and properly

5. ENDORSEMENT

Promptly following completion of this deed both the Landlord and the Tenant shall each endorse a memorandum of the variation of the Lease effected by this deed upon the Lease and its counterpart in the following terms:

"This Lease has been varied by a Deed of Variation dated 17th March 2009 and made between Maidenhead Industrial Estates Limited (1) and Rapidswitch Limited (2)"

6. COSTS

On completion of this deed the Tenant shall pay the reasonable legal costs and disbursements of the Landlord in connection with this deed up to a maximum of £700 plus Value Added Tax

7. **EXECUTION**

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

8. **APPLICABLE LAW**

This deed shall be governed by and construed in accordance with the laws of England and Wales

9. **CONTRACTUAL RIGHTS OF THIRD PARTIES**

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

THE SCHEDULE
Variations to the Lease

1. The following shall be added to the Lease as new clauses/paragraphs:

1.1. "Second Schedule - New Paragraph 8:

to enter onto so much of the Estate as is necessary in order to install the Telecommunications Apparatus"

1.2. "Second Schedule - New Paragraph 9:

to use the Telecommunications Apparatus on under or over the Estate as appropriate and enter onto so much of the Estate as is necessary in order to carry out any works for or in connection with the installation inspection maintenance repair upgrade replacement or renewal of the Telecommunications Apparatus"

1.3 "Clause 3 - New sub-clauses:

3.36 to carry out all works relating to the Telecommunications Apparatus on the Demised Premises and the Estate at reasonable times and on reasonable notice and in a good and workmanlike manner and with as little disturbance as reasonably possible to the Landlord and any other occupier of the Estate completing the same as soon as reasonably possible

3.37 carry out all works on the Demised Premises and such part of the Estate in such a way as to ensure as far as reasonably possible that any person or persons who may be affected are not exposed to risks to their health and safety

3.38 to keep the Telecommunications Apparatus in good repair and to at all times observe the duties set out in the Telecommunications Code and comply with all applicable laws statutes regulations guidelines code of conduct consent or permission

3.39 make good to the Landlord's reasonable satisfaction any damage (if applicable to the Telecommunications Apparatus) or injury to the Demised Premises or such parts of the Estate occasioned by the exercise of the Tenant's rights contained in paragraphs 8 and 9 of the Second Schedule and to restore the Demised Premises and such parts of the Estate as far as

- is reasonably possible and as soon as reasonably possible to the same condition it was in before such damage or injury occurred
- 3.40 to exercise the rights contained in paragraphs 8 and 9 of the Second Schedule with all due proper skill and diligence
- 3.41 be responsible for paying all rates and taxes and other impositions which may be imposed in respect of the Telecommunications Apparatus or the rights granted to the Tenant contained in paragraphs 8 and 9 of the Second Schedule
- 3.42 on determination of the Term (howsoever determined) the Tenant shall remove the Telecommunications Apparatus and make good and reinstate any damage caused by such removal and shall return the Demised Premises and such parts of the Estate to the condition they were in prior to exercise of the rights contained in paragraphs 8 and 9 of the Second Schedule as soon as reasonably practicable giving at least three months notice to the Landlord of its intention to remove unless the Landlord confirms by written agreement with the Tenant that such removal shall not be required
- 3.43 the Tenant shall obtain and keep in full force and effect at all times a valid policy of insurance against public and third party liability covering all and any claims by the Landlord or any occupiers of the Estate in respect of the Additional Rights Granted. The said policy shall be with automatic reinstatement so that cover of £1,000,000 is maintained at all times
- 3.44 the Tenant shall indemnify and keep indemnified the Landlord or any occupier of the Estate against all losses claims damages and reasonably incurred costs and expenses arising from the Additional Rights Granted up to a maximum aggregate liability of £1,000,000"

1.4 "Clause 4 - New Sub-clauses:

- 4.6 it will not interfere with the Telecommunications Apparatus and that it will take all reasonable precautions to ensure that no other person interferes or tampers with the Telecommunications Apparatus
- 4.7 it will not do or cause or permit to be done at the Estate anything which might damage or destroy the Telecommunications Apparatus
- 4.8 if it wishes to refurbish demolish or substantially reconstruct all or part of the Estate and it requires relocation or alteration of the Telecommunication Apparatus it will give the Tenant as much notice as is reasonably practicable (and in any event not less than six months prior written notice) whereupon

the Tenant shall specify and agree an alternative location for the Telecommunications Apparatus following proper consultation with the Landlord to identify a location which permits the Landlord's proposed refurbishment demolition or reconstruction all such relocation or alteration of the Telecommunications Apparatus shall be carried out by the Tenant at the reasonable cost of the Landlord such costs being paid within 30 business days of demand

- 4.9 it will not erect or install or knowingly cause or knowingly permit to be erected or installed any building or structure or permanent apparatus in through or upon the Telecommunications Apparatus"

SIGNED as a DEED by
Maidenhead Industrial Estates Limited
acting by two Directors
or a Director and its Secretary:

.....
Director

.....
Director/Secretary

SIGNED as a DEED by
Rapidswitch Limited
acting by two Directors
or a Director and its Secretary:


.....
Director


.....
Director/Secretary

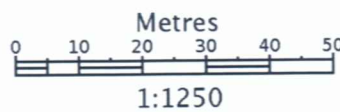
ANNEXURE 1
Telecommunications Apparatus Plan



Produced 21 Oct 2008 from the Ordnance Survey National Geographic Database and incorporating surveyed revision available at this date. Reproduction in whole or part is prohibited without the prior permission of Ordnance Survey. © Crown Copyright 2008.

Ordnance Survey and the OS Symbol are registered trademarks of Ordnance Survey, the national mapping agency of Great Britain.

The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.



UNIT 4
CLIVEMONT ROAD
MAIDENHEAD
SL6 7BU

Supplied by: Stanfords
Reference: OI41868
Centre coordinates: 488511 181862