

THIS LEASE made the 16th day of May One thousand nine hundred and ninety one BETWEEN MAIDENHEAD INDUSTRIAL ESTATES LIMITED whose Registered Office is at 14 Craufurd Rise Maidenhead in the County of Berkshire (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and OPTEX (EUROPE) LIMITED whose Registered Office is at 128 High St SLAUGH Berkshire England and whose company registered number is 2606640 (hereinafter called "the Tenant" which expression shall where the context so admits include his successors in title) of the other part

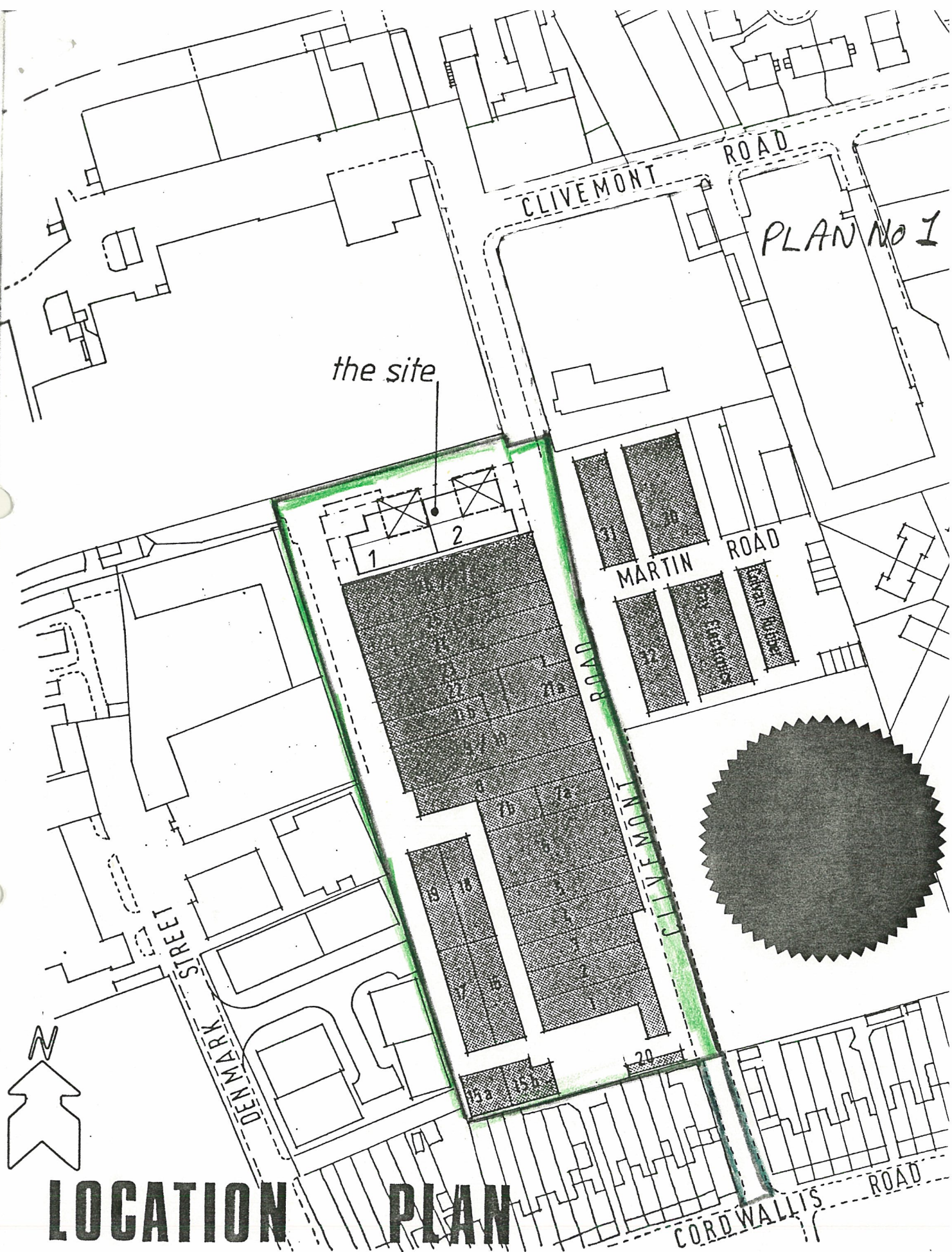
WITNESSETH as follows:

1. IN this Lease the following expressions shall unless the context otherwise requires have the following meanings respectively that is to say:

(1) "The Landlord" shall include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created

(2) "The Tenant" shall (but without prejudice to the application and operation of Section 79 of the Law of Property Act 1925) include the person or persons in whom the term hereby created is from time to time vested whether by assignment devolution in law or otherwise and whenever the expression "the Tenant" shall include more than one person whether the original Tenant or the Tenant by devolution of title then the covenants on the part of the Tenant herein contained shall be deemed to be joint and several

(3) Words importing the singular number only shall include the plural



COLIN HATCH LTD
Cookham Berkshire
DESIGN AND BUILD

proposed redevelopment of units
nos. 12, 13 and 14. at
Clivemont Rd. Maidenhead.
for Maidenhead Industrial Estates.

scale 1:1250

date march 1989.

drg no. HS-04.3

number and vice versa where the context so admits

(4) "The Estate" means the Cordwallis Industrial Estate lying to the north of Cordwallis Road Maidenhead in the County of Berkshire the extent of which is for the purpose of identification only delineated on Plan No 1 annexed hereto and thereon edged green

(5) "The Service Roads" means the service road on the Estate and that portion of Clivemont Road lying outside the Estate to its junction with Lower Cookham Road

(6) "Rent" means the sums payable by way of rent under sub-clauses (i) and (ii) of Clauses 2 hereof and under Clause 5 hereof

2. IN consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant hereinafter contained the Landlord hereby demises unto the Tenant ALL THOSE premises situate at and being part of the Estate and for the purpose of identification only delineated and edged red on Plan No 2 annexed hereto and known or to be known as Unit 12 Clivemont Road Maidenhead Berkshire (hereinafter called "the demised premises") together with all additions and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the demised premises (whether originally affixed or fastened to or upon the same or otherwise) except such tenants fixtures as can be removed from the demised premises without defacing the same TOGETHER WITH (i) the right to be enjoyed in common with the Landlord and all other persons similarly entitled to use the Service Roads for the purposes of access to and egress from the demised premises (in the case of the pavements the right to be on foot only) and to use only on foot and only in case of emergency the land shown coloured blue on Plan No.2 annexed hereto and (ii) the right to the free and uninterrupted passage and running of water soil gas electricity and other services to and from

the demised premises over through and along the sewers drains pipes wires and cables which now are or may hereafter during the term hereby granted be in under or upon the Estate EXCEPT AND RESERVING to the Landlord and its lessees and assigns owners or occupiers for the time being of the Estate or any part or parts thereof and all persons to whom the Landlord shall hereafter grant any such right or rights:-

(1) The right to enter upon the demised premises for all or any of the purposes mentioned in this Lease

(2) Free and uninterrupted passage and running of water soil gas electricity oil and telephone from other parts of the Estate in and through the sewers drains wires pipes cables channels and watercourses which now are or may during the said term be made in on over or under the demised premises

(3) The full and free right and liberty at all reasonable times and upon reasonable notice (and at all times with or without notice in case of emergency) to enter upon the demised premises for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing relaying or renewing any sewer drain main pipe wire cable watercourse channel conduit or sub-way and to erect construct or lay in under over or across the demised premises any sewers drains mains pipes wires cables poles structures fixtures or other works for the drainage of or for the supply of water gas electricity or telephone heating and other services to the Estate and to connect into the same and for all purposes connected with the construction on any part of the Estate of any building or erection whatsoever or of any works associated with the development of any part of the Estate the person exercising such right causing as little inconvenience as possible to the Tenant and to any business for the time being conducted upon the demised premises and doing as little damage to

the demised premises as possible and making good any damage to the demised premises thereby occasioned without unreasonable delay

(4) The full and free right and liberty after at least twenty four hours previous notice at all reasonable times to enter upon the demised premises to view the state and condition of and to repair and maintain the Estate or any part thereof the works upon which shall not otherwise be reasonably practicable the person exercising such right causing as little inconvenience as possible to the Tenant and to any business for the time being conducted upon the demised premises and doing as little damage to the demised premises as possible and making good any damage to the demised premises thereby occasioned without unreasonable delay

(5) The rights to light air passage and support and any other easements to which the Landlord may be or become entitled in respect of any property of the Landlord adjacent or near to the demised premises

(6) Full and free right to erect build rebuild and/or alter as it may think fit at any time and from time to time any buildings or bays or projections to building on any land adjoining or neighbouring the demised premises including the right to build into any existing boundary wall of the demised premises or make use of any column of the demised premises but not so as to affect the interior surface or surfaces thereof and notwithstanding that the access of light and air for the time being enjoyed by the demised premises or any part thereof may thereby be interfered with provided that as little inconvenience and interruption as possible is caused to the Tenant and to business for the time being conducted upon the demised premises

(7) A right in the case of emergency only over and along that part of the demised premises as is shown coloured brown on the said Plan No. 2

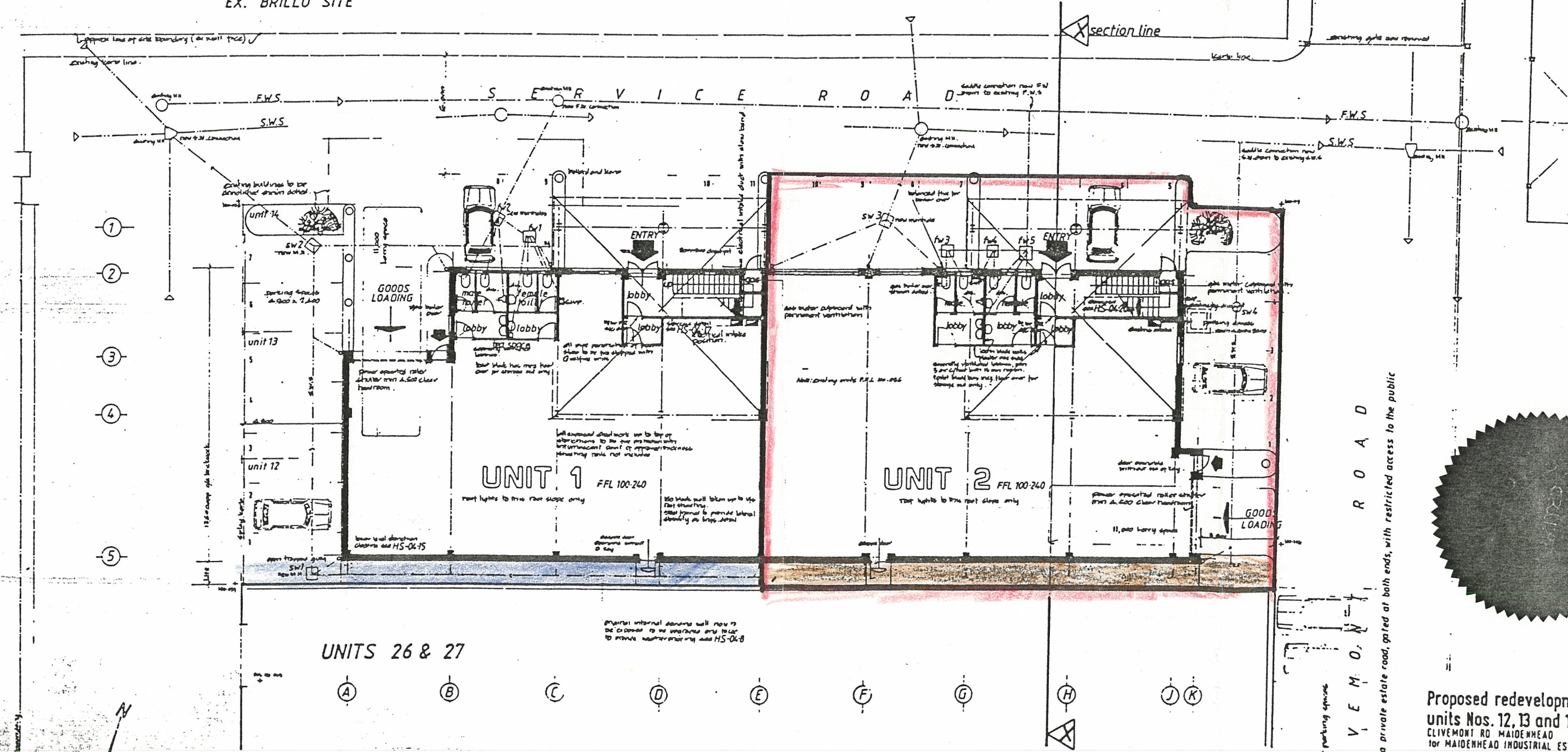
(8) All other easements or rights in the nature of easements or quasi

- U 1-1-80 up 4 doors added.
- C 11-1-80 - later layout added.
- D 1-1-80 - doors added, and general dimensions.
- E 1-1-80 - up for this application added.
- F 1-1-80 - additional lobby to main entrance added.
- G 1-1-80 - up 2 doors added, the dimensions added, doors added.

PLAN No 2

FIRST FLOOR AND ROOF PLAN

EX. BRILLO SITE



GROUND FLOOR LAYOUT NOTE This drawing to be used for identification purposes only

Proposed redevelopment of
units Nos. 12, 13 and 14
CLIVEMONT RD MAIDENHEAD
for MAIDENHEAD INDUSTRIAL ESTATES
COLIN HATCH LTD
COOKHAM BERKSHIRE
DESIGN AND BUILD

Scale 1:100 March 89
Drawing no HS-04-4 F
4543

easements now enjoyed by any adjoining or neighbouring property

TO HOLD the same unto the Tenant for a term of Twenty Five years from the 25th day of March 1991 YIELDING AND PAYING therefor unto the Landlord:

FIRSTLY the initial annual rent subject to review as provided in Clause 3 hereof of Forty Six Thousand Pounds (£46,000) to be paid without any deduction by equal quarterly payments in advance by Bankers Order on the usual quarter days in each year the first payment thereof being an apportioned part of the said rent five months from the date hereof to the quarter day next following and

SECONDLY during the whole of the term hereby granted (and by way of further rent) a rent equal to the sum or sums which the Landlord shall from time to time pay by way of premium (including any increased premium payable by reason of any act or omission of the Tenant) for keeping the demised premises insured in the full reinstatement value thereof from and against loss or damage by fire storm lightning explosion riot civil commotion malicious damage impact flood burst pipes aircraft and other aerial devices or articles dropped therefrom including insuring three year's full rent of the demised premises and the service charge payable hereunder demolition and architect's fees payable on the re-building thereof ("the Insured Risks") such further rent to be paid by the Tenant to the Landlord on demand

3.

(1) In this Lease "Review Date" means the 25th day of March in the year 1996 and in every fifth year thereafter and "Review Period" means the period starting with any Review Date up to the next Review Date or starting with the last Review Date up to the end of the Term

(2) The yearly rent Firstly reserved and payable under the Lease shall be during each successive Review Period a rent equal to the rent

previously Firstly payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater and in the event of a revised rent not being ascertained as herein provided the rent payable for the relevant Review Period shall be the rent payable immediately prior to the commencement of such Period

(3) Such revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date at the option of the Landlord either by an arbitrator or by an independent valuer (acting as an expert and not as an arbitrator) such arbitrator or valuer to be nominated in the absence of agreement between the Landlord and the Tenant by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord made not earlier than six months before the relevant Review Date but not later than the end of the relevant Review Period and so that in the case of such arbitration or valuation the revised rent to be awarded or determined by the arbitrator or valuer shall be such as he shall decide should be the yearly rent at the relevant Review Date for the demised premises

(A) On the following assumptions at that date:-

(i) that the demised premises are fit for immediate occupation and use and that no work has been carried out thereon by the Tenant its sub-tenants or their predecessors in title during the said term which has diminished the rental value of the demised premises and that in case the demised premises have been destroyed or damaged they have been fully restored

(ii) that the demised premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this

Lease other than the amount of the rent hereby reserved but including the provisions for rent review) for a term equal to the original term of this Lease

(iii) that the covenants herein contained on the part of the Tenant have been fully performed and observed

AND having regard to open market rental values current at the relevant Review Date

(B) But disregarding

(i) any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the demised premises

(ii) any goodwill attached to the demised premises by reason of the carrying on thereat of the business of the Tenant its sub-tenants or their predecessors in title in their respective businesses and

(iii) any increase in rental value of the demised premises attributable to the existence at the relevant Review Date of any improvement to the demised premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title EITHER by the Tenant its sub-tenants or their respective predecessors in title during the said term or during any period of occupation prior thereto arising out of an agreement to grant such a term OR by any lessee or sub-tenant of the demised premises before the commencement of the term hereby granted so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the demised premises AND the improvement was

completed not more than twenty-one years before the relevant Review Date.

(4) IT IS HEREBY FURTHER PROVIDED in relation to the said revised rent as follows:

(A) any arbitration hereunder shall be conducted in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force

(B) in the case of the appointment of an independent valuer hereunder

(i) the fees and expenses of the valuer including the cost of his appointment shall be borne equally by the Landlord and the Tenant who shall otherwise each bear their own costs and

(ii) the valuer shall afford to each of the parties hereto an opportunity to make representations to him and

(iii) if the valuer shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may by writing discharge the valuer and appoint another in his place

(C) When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the counterpart thereof and the parties shall bear their own costs in respect thereof.

(D) (i) if the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable at the rate previously payable and forthwith upon the

revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent payable up to the following quarter day together with interest on such shortfall payable from the relevant Review Date to the date of payment at the rate of Four per cent per annum above the Base Rate from time to time of National Westminster Bank plc

(ii) for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the parties or as the case may be the date of the award of the arbitrator or of the determination by the valuer

(5) The Tenant shall be entitled to terminate this Lease on giving at least six months notice in writing ("the termination notice") to the Landlord in that behalf of its intention to do so such notice to expire only on 25th ^{December} ~~March~~ 1997/6 Unless (1) a new Tenant for the demised premises is available and has executed or entered into a binding agreement with the Landlord to execute a new lease of the demised premises on similar terms

to this Lease save as to the rent payable thereunder by 25th ^{December} ~~March~~ 1997/6 or (2) a Deed of Assignment of this Lease pursuant to Clause 5(17)(c) hereof has been entered into by that date without prejudice to the termination notice the Tenant shall on that date pay to the Landlord by way of compensation a sum equal to six months rent hereunder at the rate current immediately prior to the said date

4. PROVIDED ALWAYS that the Tenant shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring land for building or any other purposes

5. THE TENANT hereby covenants with the Landlord as follows:

- (1) To pay the said rents to the Landlord at the times and in manner aforesaid clear of all deductions
- (2) To pay interest on any rent which is in arrear and unpaid for seven days after it has become due from the date when such rent became due until the date on which it is paid at the rate of four per cent per annum above National Westminster Bank plc Base Rate from time to time prevailing
- (3) To pay all rates taxes charges assessments outgoing and impositions whatsoever which now are or shall at any time hereafter during the said term be charged assessed or imposed upon or in respect of the demised premises or any part thereof or on the Landlord or Tenant in respect thereof including (without prejudice to the generality of the foregoing) all charges for gas electricity and other services consumed by the Tenant and (by way of further rent) all charges for supplying and connecting gas electricity water and other services with the mains and for the meters in connection therewith together with any Value Added Tax thereon but excluding any tax or taxes payable in respect of any dealings by the Landlord relating to its reversionary interest
- (4) (a) From time to time and at all times during the said term to keep in good and substantial repair and condition using suitable materials of good quality the whole of the demised premises and every part thereof and the Landlord's fixtures and fittings therein (including such meters for the supply of water gas electricity and other services as are installed by the Landlord) and the gutters and rain water pipes belonging thereto and such parts of the drains pipes wires and sanitary apparatus serving the demised premises as are situate within the same (so that the said apparatus shall comply with any regulations or bye-law for the time being applicable thereto) save insofar as the Landlord is liable for the repair of the same under its covenant hereinafter contained

(b) to maintain in good and serviceable condition the Landlords fixtures and fittings upon the demised premises and replace such of them as may become worn out lost or unfit for use by substituting others of a like or more modern type or kind

(c) From time to time as required and in any event as to the exterior of the demised premises in every third year of the term and in the last year of the term and as to the inside parts of the demised premises in every fifth year of the term and in the last year of the term to rub down and prepare and prime and paint and colour in like manner such parts thereof as are usually painted and coloured and all additions thereto in a proper and workmanlike manner and with suitable materials of their several kinds

(5) To permit the Landlord or the Landlord's duly authorised agents at all reasonable times during the said term with or without workmen or others upon giving one week's previous notice to enter upon the demised premises or any part thereof to review the state of repair and condition thereof and to give or leave on the demised premises notice in writing addressed to the Tenant of all defects and wants of reparation then and there found and the Tenant shall within a period of three calendar months after such notice or sooner if requisite repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained and if the Tenant shall fail so to do the Tenant shall permit the Landlord to enter upon the demised premises for the purpose of carrying out such repair and the cost thereof shall be repaid by the Tenant to the Landlord

(6) To permit the Landlord or the Landlord's duly authorised agents with or without workmen or others at all reasonable times during the said term to enter upon the demised premises or any part thereof for the purposes of

carrying out repairs to the adjoining or neighbouring parts of the Estate PROVIDED that except in case of emergency the Landlord shall give not less than forty-eight hours notice of his intention to exercise this right

(7) Not at any time during the said term without the consent in writing of the Landlord to make any alterations or additions or excavation whatsoever structural or otherwise to the demised premises or any part thereof

(8) To use or permit the premises to be used only as a light industrial building (within Class B1 of the Town and Country Planning (Uses Classes) Order 1987 and then only as an industrial building or structure within the definition contained in Section 7 of the Capital Allowances Act 1968 (or any extension variation amendment modification or re-enactment thereof for the time being in force whether by Act of Parliament now or ^{hereafter} ~~hereof~~ enacted and every instrument regulation and bye-law and every notice order or direction and every licence consent or permission made or given under it))

KR for
Tenant

(9) In all respects to comply with all the provisions of the Factories and Public Health Acts and of all regulations thereunder and with any other obligations imposed by law in regard to the demised premises and the carrying on of the trade or business for the time being carried on upon the demised premises

(10) Not to do or permit or suffer to be done on the demised premises anything which may cause any insurance of the demised premises or any other part of the Estate effected by the landlord to be or become vitiated or whereby the premium payable under any such insurance is liable to be increased

(11) In the event of the demised premises or of the Estate or of any part thereof being damaged or destroyed by fire at any time during the term

hereby granted and the insurance money under any policy of insurance effected thereon by the Landlord being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant the Tenant will forthwith (in addition to the said rents) pay to the Landlord the whole or (as the case may be) a fair proportion of the cost of rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the Tenant to be referred to arbitration in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force

(12) To comply at all times during the said term with all statutory and other requirements for ensuring the health safety and welfare of the persons using or employed in or about the demised premises or any part thereof

(13) Not to use or permit or suffer to be used the demised premises or any part thereof for any illegal or immoral purpose and not to do or cause or permit or suffer to be done on the demised premises or any part thereof anything which may be or become a nuisance or annoyance or which may cause damage to the Landlord or to the occupiers for the time being of any other part of the Estate and in particular not to have any fireplace or furnace burning solid fuel or to burn any refuse or to emit any smoke effluxion vapour grit smells odours or noxious fumes but to comply with the provisions of the Clean Air Act 1956

(14) Throughout the said term to preserve unobstructed and undefeated all rights of light and other easements appertaining to the demised premises in any way and at all times to afford to the Landlord such facilities and assistance as may enable the Landlord to prevent the acquisition by anyone of any right of light or other easement over the demised premises or any part thereof

(15) Not to erect or display or permit to be erected or displayed without the consent in writing of the Landlord which consent shall not be unreasonably withheld and in such position as the Landlord may reasonably direct any signs nameboards advertisements hoardings or notices (whether illuminated or otherwise) upon the exterior of the demised premises or any part thereof or upon any interior part of the demised premises which shall be visible from the exterior thereof

(16) Not to underlet or otherwise part with the possession of the demised premises or any part thereof

(17) (a) Not at any time during the said term to assign part only of the demised premises

(b) Not at any time during the said term to sub-let the whole or any part of the demised premises

(c) Not to assign the whole of the demised premises without the previous written consent in writing of the Landlord (such consent not to be unreasonably withheld) Provided that the Landlord may require the proposed Assignee to enter into direct covenants with the Landlord to perform and observe all the covenants and conditions herein contained and on the Tenants part to be observed and performed and if the proposed Assignee shall be a Limited Company may require one or more of the Directors thereof to join in the Licence for the purpose of entering into a covenant with the Landlord as sureties for the payment of the rent and the performance and observance of the covenants and conditions herein contained such covenant to be in the form of the draft set out in the Schedule hereto

(18) During the last six months of the said term to permit the Landlord to affix to any part of the demised premises and thereto retain without

interference a notice that the same are to be let and to permit all persons bearing written authority from the Landlord to enter upon the demised premises to inspect the same at all reasonable times of the day and by appointment

(19) Not in any way to obscure or permit to be obscured the windows of the demised premises and to clean the interior and exterior of the said windows as may be necessary throughout the said term

(20) Not at any time during the said term to cause any damage to or obstruction in such parts of the Estate as are used by the Tenant in common with the Landlord or any other persons similarly entitled and in particular but without prejudice to the generality of the foregoing provisions to make adequate arrangements for the removal from the Estate of all trade refuse

(21) At all times during the said term to comply with such rules and regulations for the efficient running of the Estate as the Landlord or those authorised by the Landlord shall from time to time prescribe by notice in writing affixed to some conspicuous part of the Estate

(22) To take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or are used for the demised premises in common with other premises will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction or deposit therein and (but without prejudice to any other rights the Landlord may have against the Tenant) to indemnify and keep indemnified the Landlord against any additional charges or surcharges or fines or penalties imposed or charged upon the Landlord for any breach hereof

(23) Not to discharge or allow to be discharged any solid matter from the demised premises into the drains or sewers as aforesaid nor to discharge

or allow to be discharged therein any fluid of a poisonous or noxious nature or of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river and not to do or omit or allow or suffer to be done or omitted any act or thing whereby the waters of any stream or river may be polluted or the composition thereof so changed as to render the Landlord liable to any action or proceedings by any person whomsoever

(24) Not without the consent in writing of the Landlord to use the roof of the demised premises or the roofs of the toilet and office blocks within the demised premises for the storage of goods or to permit any person or persons to enter thereon save with a view to the execution of necessary repairs and then only in such manner as to subject the roof and roof trusses to the least possible strain

(25) Not to place or affix or suffer to be placed or affixed any machinery or addition to the walls or roof of the demised premises or suspend any weight whatsoever from the roof or roof trusses of the demised premises or to place or permit or suffer to be placed any weight thereon

(26) At all times during the said term to comply in all respects with the provisions and requirements of any of the Acts or Regulations relating to Town and Country Planning whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of such matters And forthwith to produce to the Landlord on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Acts or Regulations affecting or relating to the demised premises and at the request and cost of the Landlord to make or

join with the Landlord in making every such objection or representation against the same that the Landlord shall deem expedient

(27) (a) To pay all reasonable expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(b) To pay all reasonable expenses including Solicitors' costs and Surveyors' fees incurred by the Landlord of and incidental to the service of all notices and schedules relating to wants of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid)

(c) To pay all reasonable legal costs and Surveyors' fees incurred by the Landlord including stamp duty on all or any licences and consents or duplicates thereof resulting from any application by the Tenant for any licence or consent of the Landlord required by this Lease including legal costs and such before-mentioned Surveyors' fees as shall have accrued when any licence or consent is refused or any application is withdrawn

(28) Within fourteen days of every assignment assent transfer mortgage or charge of or relating to the demised premises or any other disposition whether mediate or immediate of or relating the demised premises to give notice thereof in writing with particulars thereof to the Landlord's solicitors and produce such instrument to them or supply a true copy

thereof and to pay to them such registration fee as shall be reasonable and usual at the time (being not less than Twenty five pounds plus Value Added Tax in any event) in respect of each such instrument

(29) To pay the reasonable legal costs incurred by the Landlord of and relating to the preparation and completion of this Lease (and of any renewal or replacement of this Lease under the provisions of the Landlord & Tenant Act 1954 or any Act from time to time replacing or amending the same) and to pay the stamp duty hereon and on any such renewed or replacement lease and on the counterpart hereof and thereof

(30) Not to obstruct or interfere in any way with the full and free passage of the Landlord its servants tenants agents and licensees and all other persons similarly entitled over and along the Service Roads and that part of the demised premises shown coloured brown on Plan No. 2 annexed hereto and not to store or place or permit to be stored or placed thereon or on any part thereof any machinery goods stores or article of any description

(31) Not to place or store or deposit or leave or permit to be placed or stored or deposited or left any goods or equipment or machinery or articles or things or rubbish or refuse on any part of the demised premises which may be for the time being unbuilt upon or upon the Service Roads

(32) Not to use the Service Roads or permit the same to be used by its servants agents invitees or licensees for the parking of vehicles or to obstruct or hinder or interfere with the full and free passage of all persons entitled to use the same

(33) Not to cause or permit any obstruction or interference to the supply or passage of services to any part of the Estate

(34) Not to park any vehicle on the demised premises except in the spaces

marked out for this purpose at the date hereof

(35) To use the said spaces for the parking of motor vehicles only and not to use the same for storage or for industrial or business use or process

(36) At the determination of the term hereby granted to yield up the demised premises to the landlord in the state of repair in which they ought to be having regard to the provisions hereinbefore contained

6. THE Landlord hereby covenants with the Tenant as follows:

(1) Throughout the said term to keep the demised premises insured (with the Tenant's interest endorsed on the insurance policy) against the Insured Risks in some Insurance Office of repute in a sum equal to the full reinstatement value thereof and to produce upon request by the Tenant (but not more often than once in every year of the said term) a copy of the insurance policy and evidence of payment of the current premium and to use the proceeds of any such policy firstly for the rebuilding and reinstatement of the demised premises in accordance with Clause 6(3) hereof

(2) That the Tenant paying the rents hereinbefore reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed may peaceably hold and enjoy the demised premises during the term hereby granted without any interruption or disturbance from the Landlord or any person or persons lawfully claiming under or in trust for the Landlord

(3) That in case the demised premises or any part thereof shall from time to time be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation or use then as often as the same shall happen (and subject to the provisions of Clause 5(11) hereof) the Landlord will as soon as practicable rebuild and reinstate the demised premises

7. PROVIDED ALWAYS and it is hereby agreed and declared as follows:

(1) That if the rents hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether legally demanded or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants or agreements herein contained and on the Tenant's part to be performed and observed or if the Tenant for the time being shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (other than for the purpose of reconstruction or amalgamation) or if the Tenant for the time being 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 then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants or agreements herein contained

(2) That if and so often as the demised premises shall be destroyed or damaged by fire (not caused by the wilful act or default of the Tenant) so as to become unfit for occupation then provided that no insurance of the demised premises or rent shall have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant or its servants or agents the said rents or a just and proportionate part thereof according to the nature and extent of the damage sustained shall abate and be allowed to the Tenant from the time of the destruction or damage until such time as the demised premises shall be

rebuilt or reinstated or until the expiration of three years from the happening of such damage (whichever is the earlier)

(3) That if the Landlord shall for any reason beyond its control not be able to rebuild the demised premises before the expiry of three years from the happening of such destruction or damage by fire mentioned in the immediately preceding sub-clause hereof then the Landlord or the Tenant may by at least three months notice in writing (such notice not to expire before the expiry of the said three years) determine this Lease but without prejudice to any right of action in respect of any breach non-observance or non-performance of any of the Tenants covenants agreements conditions restrictions or stipulations herein contained

(4) The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease

IN WITNESS whereof the Landlord and the Tenant have caused their Common Seals to be hereunto affixed the day and year first before written

SCHEDULE

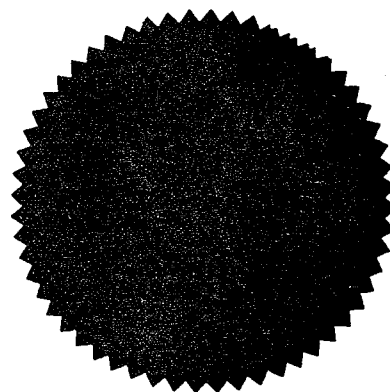
Surety's Covenant

The Surety (Sureties) hereby (jointly and severally) covenants with the Landlord that in consideration of the Licence hereinbefore contained having been granted at their request the Tenant will pay the rents reserved by the Lease on the days and in manner provided in the Lease and will perform and observe all the Tenants covenants therein contained and that in case of default in any such payment of rent or in the observing and performing of such covenants as aforesaid the Surety will pay to the Landlord and make good on demand all losses damages or expenses thereby incurred by the Landlord Provided Always and it is hereby agreed that any neglect or forbearance of the Landlord in endeavouring to obtain payment

of the rent reserved by the Lease when the same become due or to enforce performance of the several covenants on the Tenant's part contained in the Lease and any time which may be given to the Tenant by the Landlord shall not release or exonerate in any way or affect the liability of the Surety under this covenant

THE COMMON SEAL OF OPTEX (EUROPE)
LIMITED was hereunto affixed in
the presence of:

Director



Secretary/Director

