

Terms & Conditions

LYNDON PROPERTYCARE LIMITED

a company incorporated in England under number 5346996 and whose registered office is at Park House Business Centre, 192 Warrington Road, Penketh, Warrington, Cheshire, WA5 2LZ ("LPL")

1. Definitions "Additional Services" means any services required to be carried out by LPL in addition to the Services "Agreement" means the provisions set out below and in any Schedule and in any Work Authorisation; "Business Day" means the hours of 07.30 to 16.45 Monday to Friday (inclusive) and which shall include all travelling time from LPL's premises to the Property other than English Bank holidays; "Charges" means the charges for the Services as invoiced by LPL to the Customer as set out in this Agreement; "Customer" means the party who has entered into these terms and conditions by signing the Client Acceptance Sheet overleaf; "Day Work" means those Services undertaken on a daily rate basis; "Daily Contract Expenditure Form" Means an expenditure form submitted to Customer by LPL on a daily basis in respect of Day Work Services"; "Fixed Rate Work" means those Services undertaken on a fixed rate; "Investigation Work" means the investigatory work undertaken by LPL as detailed in the Work Authorisation; "Method Statement" means the statement provided by LPL to the Customer setting out (i) how the Services will be undertaken and in respect of the Property and (ii) what health and safety measures are to be applied; "Overtime Rate" means the LPL overtime rates charged to Customers from time to time in respect of Services undertaken outside of a Business Day; "Property" means the property in relation to which the Services are being provided, the address of which is set out in the Work Authorisation or any other property agreed for time to time between the parties; "Quotation" means the quotation provided to Customer by LPL following a Site Investigation specifying the rates for either the (i) Day Work (specifying the plant and material costings) or (ii) the Fixed Rate Work specifying a list of tasks agreed to be carried out by LPL; "Services" means the repair and maintenance services to be undertaken by LPL (including any carried out during a Site Investigation) for the Customer full details of which are set out in the Quotation or Client Acceptance Sheet and at all times excluding those "excluded services" set out in clause 5; "Site Investigation" means a 3/5 day preliminary investigation of the Property by LPL to identify and report to the Customer the scope of any damage identified (and at LPL's sole discretion, to repair to such damage); "Third Party Conditions" any and

all third party terms and conditions in respect of the use of Third Party Services; "Third Party Services" any service or services supplied by a third party which is used in the provision of the Services from time to time; "Writing" and any similar expression, includes facsimile transmission, electronic mail and comparable means of communication. A reference to a Clause, Sub-Clause and Schedule shall mean a clause sub-clause or schedule in this Agreement. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, word denoting any gender includes all genders and words denoting persons include the firms and corporations and vice versa. The headings in this Agreement are inserted for convenience of reference only and should not be construed as forming part of this Agreement. If the terms in the Work Authorisation are inconsistent with the terms of this Agreement, the terms in this Agreement will prevail.

2. Provision of the Services

(i) In consideration of the payment of the Charges, LPL shall provide the Services to the Customer in accordance with this Agreement. (ii) LPL shall be entitled at its absolute discretion to delegate the performance of the whole or part of the Services to any agent or subcontractor. (iii) Unless otherwise agreed in writing, LPL shall only be obliged to provide the Services (including travelling time) during Business Days. (iv) Provided that the Customer continually complies with each of its obligations set out in this Agreement, LPL warrants that (a) the Services will be provided with reasonable skill and care by suitably qualified staff; and (b) it shall be responsible for remedying defects in the Services in accordance with the acceptance procedure in clause 8. (v) The Service shall consist of (a) routine maintenance of the Property at such intervals as LPL may reasonably determine to be necessary in order to keep the Property in good working order and (b) the repair of any minor defect in the Property which is discovered by LPL's representatives during the course of routine maintenance checks, the Site Investigation or is reported to LPL by the Customer from time to time and which LPL considers at its sole discretion is part of the Services. (vi) If LPL discovers a defect in the Property in the course of providing the Services and which LPL considers does not constitute part of the Services, then will advise the Customer of such defect and LPL and the Customer shall agree terms for the repair of such defect. (vii) If the Customer reports a defect in the Property, LPL shall use its reasonable endeavours to ensure that it attends at the Property within a reasonable period of

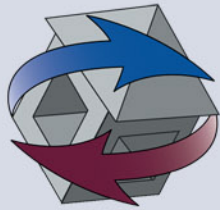
time on a Business Day to assess the reported defect and to determine if such falls within the scope of the Services. If the reported defect is deemed by LPL to fall within the scope of the Services then LPL will rectify the reported defect in accordance with the Project Plan. If the reported defect falls outside the scope of the Services then LPL will notify the Customer of its findings and if the Customer wishes LPL to remedy the reported defect then LPL shall, subject to the payment by the Customer of its then current charges and any other work in progress, remedy the default within a reasonable period of time. (viii) All reports of defects in or malfunctions of the Property must be made by telephone and in Writing, by a representative of the Customer and otherwise in such a manner as LPL may reasonably require from time to time. (ix) LPL shall ensure that it shall comply with all reasonable safety and security regulations in force at the Customer's premises that are brought to the attention of LPL prior to the attendance at the Property.

3. Materials and Replacements

(i) LPL shall use reasonable endeavours to supply incidental materials and replacement items required to carry out the Services as set out in the Quotation. LPL reserves the right to charge the Customer for the supply of such materials and items and will invoice the Customer from time to time in respect of such. (ii) All such materials and replacement items supplied by LPL shall become part of the Property only on receipt by LPL of payment of the Charges (in full) in respect of the project for which such materials and replacement items were used. Until LPL receives such payment from the Customer LPL is entitled, at its sole discretion to remove from the Property all such materials and replacement items during any Business Day. Accordingly, Customer hereby grants to LPL unfettered access to the Customer's Property during Business Day to enable LPL to carry out any such removal. Any items removed from the Property shall become LPL's property, unless otherwise agreed in Writing between the parties.

4. Variation of Services

(i) Following the Customer's acceptance of the Quotation or Project Plan, if the Customer wishes to vary any of the Services it will inform LPL who will, as soon as practicable, notify the Customer of the estimated cost of the variation and the effect on time allocated for the Services by way of a revised Quotation ('Revised Quotation'). (ii) Unless the Customer withdraws its request for a variation following its receipt of the Revised Quotation (which it may do so within 3 weeks of receipt



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of the same) the Charges will be adjusted in accordance with the Revised Quotation (or as otherwise agreed between the Customer and LPL) and an appropriate extension of time for completion of the Services shall be agreed. (iii) LPL reserves the right not to comply with any requests for a variation which would increase the value of the Services by more than 25% of the original Quotation. (iv) LPL will notify the Customer if it encounters any difficulties that it could not have reasonably foreseen when submitting the Quotation and in those circumstances, a fair and reasonable adjustment to the Charges and Service period will be made. In such circumstances LPL will submit to the Customer a revised Quotation if, in the opinion of LPL such is necessary.

5. Excluded Services

(i) The Services do not extend to (a) items which in LPL's opinion can no longer be subject to economical maintenance or is in a state of disrepair (b) the repair or replacement which LPL requires to carry out away from the Property but which the Customer for security reasons or otherwise is unwilling to release to LPL (c) any design defects in the Property, or any defect which is due to faulty materials or workmanship supplied by others, or which in LPL's opinion has arisen as a result of any error or omission relating to the operation or use of the Property; any modification, adjustment or repair to the Property made by a third party; any neglect or misuse of the Property; or any other cause (except fair wear and tear) which is not due to the neglect or default of LPL or (d) any Property where the state of such property or of any other part of the same or of any adjacent property or any other relevant circumstance will in the opinion of LPL subject LPL's workforce to undue risk of accident. (ii) If on investigation LPL reasonably determines that any defect in the Property is the result of any of the matters referred to in clause 5(i) (c) the Customer shall be liable for all costs incurred by LPL in making the investigation and determining its cause, as if that work formed part of the Service. (iii) If any part of the Property can no longer be repaired or maintained by the provision of Services, LPL reserves the right to terminate this agreement with immediate effect by giving Written notice to the Customer, in respect of the whole or any part of the Property which can no longer be maintained, in which case LPL shall repay to the Customer a fair proportion of any charges for LPL's services which have been paid in advance by the Customer. (iv) Except as expressly provided in this agreement or as agreed between the parties in writing, LPL shall have no obligation to provide the services

to the Customer other than during a Business Day.

6. Insurance

(i) LPL shall take out and maintain the following insurance (except as otherwise agreed or stated in the Project Plan): Public and Product Liability Insurance for £3 million and Employer's Liability Insurance for £10 million. (ii) LPL shall provide the Customer upon request during the Service period evidence that the insurance referred to in clause 6(i) is in place. (iii) Irrespective of any insurance taken out by LPL, shall advise its insurers that works are being carried out on the Property and satisfy itself that it is adequately covered by insurance for loss or damage by fire and other risks arising out of and during the performance of the Services. (iv) Where the Services are in being carried out on existing buildings, be responsible for insurance of the Services with LPL names as co-insured.

7. Customers Obligations and Warranties

(i) The Customer shall; (a) not allow any person other than LPL's representatives to adjust, maintain, repair or replace any part of the Property without having first obtained the prior Written consent of LPL; (b) ensure that LPL's representatives have full and free access to the Property and to any records of its use kept by the Customer to enable LPL to perform its duties; (c) provide LPL with such information concerning the Property as LPL may reasonably request to enable it to carry out the Services; (d) take all such steps as may be necessary to ensure the safety of any of LPL's representatives who visit any premises of the Customer; (e) ensure that instructions to LPL and sufficient information are given in due time to enable the Services to be performed effectively; (f) ensure that all necessary measures are taken for the safety and the security of working conditions, sites and installations during the performance of the Services and will not rely, in this respect, on LPL's advice whether requested or not; (g) take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the Services; (h) inform LPL in advance of the commencement of the Services of any known hazards or dangers, actual or potential associated with the Property; (i) supply free of charge any and all electricity and water services required by LPL during the performance of the Services; (j) on a daily basis and prior to LPL leaving the Property, sign the Daily Contract Expenditure Form; (k) not deviate in any manner or form from the 'standard recommended installation procedures' notified to it by LPL in respect of any components provided by LPL pursuant to this Agreement. (ii) The Customer hereby

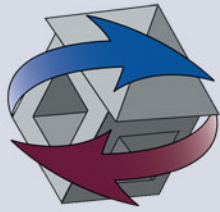
warrants that it is the legal proprietor of Property, or otherwise has a valid legal right to use and maintain the Property and further, LPL's provision of the Services does not infringe or breach the rights of any third party. (iii) The Customer hereby indemnifies and keeps LPL indemnified against all actions, proceedings, claims, demands, damages and reasonable costs and expenses (including legal costs) incurred by LPL in consequence of any breach or alleged breach of any warranties or obligations given in this Agreement.

8. Acceptance of the Service

(i) Within 3 Business Days of LPL's completion of the Services (or in respect of Daily Works) pursuant to the provisions set out in clause 8, the Customer shall notify LPL in Writing of any material defects in the Services that it discovers. (ii) LPL shall remedy any such material defects in the Services notified to it by the Customer under Clause 8(iv). (iii) If no notification is made under Clause 8(i) then Customer shall notify LPL in writing of its acceptance of the Services within 3 Business Days of LPL's completion of the Services, failing which the Services shall be deemed as accepted by the Customer. In any event, if LPL can show that the Customer has interfered with or tampered with any element of the Services in any way at any time, such Services shall be deemed accepted. (iv) Where the Services have been based on Daily Work, the Customer shall accept LPL's completion of such Services by the signing of the relevant Daily Contract Expenditure Forms. If the Customer does not sign the relevant Daily Contract Expenditure Forms then it has 2 Business Days from the date the Daily Work was completed to notify LPL in Writing of the reason why it did not sign the Daily Contract Expenditure Forms. (v) If no notification is made under Clause 8(iv) within the 2 Business Days, then the Customer shall be deemed to have accepted the Services.

9. Charges

(i) The Customer shall pay LPL the Charges. (ii) The Customer shall pay LPL's invoices following its receipt of each of LPL's invoice and in any event in accordance with the provisions set out in clause 8(iii). (iii) Where LPL agrees (at the request of the Customer) to provide the Services during periods other than Business Days, LPL may increase the Charges for work undertaken during such periods at the Overtime Rate. (iv) In respect of Day Work, LPL may, following a written request by the Customer, submit a record sheet showing labour plant and materials expended on behalf of the Customer. (v) Day works will be invoiced on a weekly basis. The Customer shall pay all sums due to any third party



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identified in the Work Authorisation as entitled to receive any payment in connection with any Third Party Services. (vi) If the Customer requests LPL's services without any reasonable justification, or requires LPL to repair a defect in the Property which is due to causes not covered under this Agreement, the Customer shall be liable to pay LPL's standard charges from time to time for such services. (vii) The Customer shall, immediately on the receipt of an invoice from LPL, reimburse LPL for all travelling, accommodation and other expenses reasonably incurred by any representatives of LPL in connection with the performance by LPL of its obligations under this agreement. (viii) All Charges and other sums payable by the Customer under this Agreement are exclusive of any applicable value added tax, which shall be additionally payable by the Customer together with the charge or the sum in question. (ix) LPL reserves the right to charge the Customer interest in respect of the late payment of any sums due under this Agreement (as well after as before judgement) at the rate of 3% above the base rate from time to time of Lloyds Bank Plc from the due date until payment in full is received. Interest shall be calculated on a daily basis and compounded monthly. (x) Should the Customer have any query over the content of any invoices issued by LPL under this Agreement, it shall so notify LPL within 5 Business Days of the date of the relevant invoice, failing which the Customer shall be deemed to accept such invoices.

10. Third Party Services

(i) If Third Party Services are supplied or used in the provision of the Services, the Customer acknowledges that it will be required to sign Third Party Conditions and that LPL may withhold any Services until the Customer has confirmed in writing to LPL that it has signed such Third Party Conditions. If requested by LPL, the Customer shall provide LPL with a copy of any such signed Third Party Conditions. (ii) The provision of the Services may include the use of Third Party Services and the Customer hereby acknowledges that the third party providing the Third Party Services may, in addition to any Third Party Conditions, have its own policies and arrangements in respect of such Third Party Services and may also take any action independently of LPL.

11. Liability

(i) LPL's liability to the Customer: (a) For death or injury resulting from LPL's own negligence or that of its employees or for fraudulent misrepresentation shall not be limited; (b) Subject to Clause 11(i)(a), resulting directly from LPL's negligence, or

that of its employees, agents or sub-contractors for any one event or series of connected events, shall not exceed the scope of the Public and Product Liability Insurance referred to in clause 6 above. c) Subject to Clauses 11(i)(a) and 11(i)(b), all other loss or damage arising out of or in connection with this Agreement shall not exceed the Charges for the Work Authorisation to which such loss or damages relates. (ii) Subject to Clause 11(i)(a) LPL shall not have any liability to the Customer under these terms and conditions: (a) unless a claim is brought within 3 months of the Customer's acceptance of the Services; (b) to the extent that it is attributable to the Customer delay, the Customer's interference or tampering with any element of the Services or the Customer's failure to comply with any Third Party Conditions. (iii) In any event but subject to Sub-Clause 11(i)(a), LPL shall not be liable to the Customer for: (a) loss of reputation; (b) loss of profit; (c) loss of goodwill; (d) business interruption; (e) any type of special, indirect or consequential loss or damage of the Customer arising out of or in connection with the provision of the Services or any delay in providing or failure to provide the Services irrespective whether the Customer has been advised of the possibility of such loss or damage.

12. Force Majeure

A party will be excused from performance of its obligations under this Agreement (other than payment of the Charges and any other payments) if and to the extent that such performance is hindered or prevented directly or indirectly by reason of any strike, lock-out, labour disturbance, government action, riot, armed conflict, interruption in power supply or telecommunications or defective computer equipment, Act of God or any other matter whatsoever beyond its control (having acted reasonably and prudently).

13. Termination

(i) LPL may terminate this Agreement forthwith by written notice to the Customer if: (a) the Customer has not made any payment under this Agreement or any Third Party Licence by the due date stipulated for any such payment from time to time; (b) in the sole discretion of LPL, the Customer carries out or causes or permits any act or omission which has the direct or indirect effect of bringing LPL into disrepute in any manner or form. (ii) Either party may terminate this Agreement immediately by notice in writing to the other if: (a) The other commits a material breach of any term of this Agreement and which (in the case of a breach capable of being remedied, other than late payment) shall not have been remedied within 30 days of a written request to

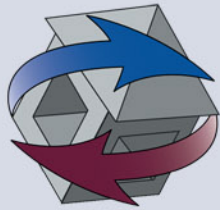
remedy the same; (b) The other shall convene a meeting of its creditors, or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the breach of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the dissolution, winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); (c) Non-performance pursuant to Clause 12 continues for more than 90 consecutive days. (iii) The Customer may terminate this Agreement without cause by giving 90 Business Days notice to LPL and subject only to there being no outstanding Work Authorisations. (iv) The Customer may cancel any Work Authorisation by notice in Writing subject to payment of LPL's cancellation charges from time to time which shall be made available to the Customer following a Written request from the Customer.

14. Effects of Termination

(i) Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provisions hereof which is expressly or by implication intended to come into or continue in force on or after such termination. (ii) On termination all Charges for any Services provided up to termination shall immediately fall due and payable. (iii) Upon termination LPL will: (a) Cease the provision of any Services; (b) Prepare and submit to the Customer a breakdown of all Services up to the date of termination; (c) Prepare and submit to the Customer a breakdown of all Services referred to in Sub-Clause 14(iii)(b); (iv) Within 7 days of the date of LPL's invoice pursuant to Sub-Clause 14(iii)(c), the Customer will make payment in full to LPL in respect of such invoice.

15. Non-Solicitation

(i) During this Agreement and for a period of 6 months thereafter, neither party shall directly or indirectly Employ or solicit the services of any of the other Party's staff who have been engaged in the performance of this Agreement. "Employ" shall, for the purpose of this provision, mean the engagement of such



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person as an employee, director, sub-contractor or independent contractor. (ii) In the event that a party is found to be in breach of provision, then that party shall pay to the other party by way of liquidated damages, an amount equal to 6 months of the final gross salary of the person so employed or engaged to be payable on the date when such employee is first employed or the services are first performed. The provision shall be without prejudice to the other party's right to seek injunctive relief.

16. Confidentiality

(i) Each party to this Agreement shall keep strictly confidential the terms and conditions of this Agreement (including information set out in or annexed to any Schedule and Work Authorisation and include all such information as may be amended or supplemented from time to time during the continuance of this Agreement) and all such other information concerning the business, finances, technology or affairs of the other party which, by its nature, should be assumed to be confidential, to include, but not limited to, the negotiations relating to and the subject matter of this Agreement. Such information shall not be disclosed to any third party other than the employees of the party concerned and the party subject to this obligation shall not use any such information for the purpose other than the performance of the Agreement. Further it is agreed by the parties that each shall use its reasonable endeavours to procure that its employees act in a manner consistent with the obligation of confidentiality set out in this Agreement. (ii) Either party may disclose the information which would otherwise be confidential if and to the extent that it is: (a) Required by law; (b) Information which has come into the public domain through no fault of the party receiving the information; (c) Reasonably required to be disclosed to the agents of such party, subject to such agent providing an undertaking in terms substantially similar to the terms set out in this Clause; or (d) The other party has given prior written approval to the disclosure; Provided that the party disclosing the information under this provision shall notify the other party of its intention or obligation to disclose the information prior to such disclosure being affected.

17. Set-Off

All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against LPL in order to justify withholding payment of any such amount in whole or in part.

18. Notices

(i) Any notice, request, instruction or other document to be given by a party under this Agreement shall be in writing and delivered by hand, sent by pre-paid first class post, by facsimile transmission or other electronic means to the recipient's usual fax number or e-mail address or such other address, fax number or e-mail address which may be notified by that party from time to time for this purpose.

(ii) A notice shall be deemed to have been received if delivered by hand, at any time of deliver; if sent by facsimile or other electronic means during the Business Day of transmission as long as the sender can show satisfactory transmission; and if sent by post, 48 hours after posting.

19. General

(i) This Agreement constitutes the whole agreement and understanding of the parties and supersedes all prior agreements, representations (other than fraudulent representation), arrangements and understandings in relation to its subject matter and no addition or modification to its terms shall form part of this Agreement unless expressly accepted in writing by an authorised representative on behalf of each party. (ii) A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act. (iii) Any and all disputes arising under these terms and conditions shall first be notified to the other party and the Customer and LPL shall, in good faith use reasonable endeavours to negotiate a solution. If after 4 weeks following the commencement of such negotiations the parties are unable to reach a reasonable compromise, then the matter shall be referred to the Chartered Institute of Building to act as a mediator for the parties. The parties agree that the decision of the Chartered Institute of Building will be final. (iv) The Customer shall not assign, transfer, sub-contract, delegate or in any way dispose of its rights and/or obligations under this Agreement without the prior written consent of LPL. The Customer acknowledges that LPL may assign sub-contract or delegate any of its rights and/or obligations under this Agreement. (v) Nothing in this agreement shall create, or be deemed to create, a partnership between the parties. (vi) Time shall not be the essence, save with regard to the Charges and Payment provisions in Clause 9. (vii) If any provisions of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or party, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of

the affected provision. (viii) The waiver by either party of a breach of default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party. (ix) Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in this agreement shall affect the liability of either party for fraudulent misrepresentation. (x) This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts with regard to any claim or matter arising out of or in relation to this Agreement.