

Date: 31st July 2000



PART ONE : DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Where in this deed the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:

1.1.1 Landlord

QUINTILES SCOTLAND LIMITED whose registered office is at Innovex House Marlow Park Marlow Buckinghamshire SL7 1JB (Company number 03022416) and any person for the time being entitled to the reversion immediately expectant on the Determination of the Term

1.1.2 Tenant

QUINTILES ENGLAND LIMITED of Bromyard Road, Ledbury (Company number 1008026) and any person in whom the Term is from time to time vested

1.2 Clause

A clause of this deed

1.3 Determination of the Term

The determination of the Term by re-entry notice surrender or otherwise

1.4 Conduit

Any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures

1.5 Insolvent

1.5.1 in relation to a company that:-

1.5.1.1 if proposal is made for a voluntary arrangement under Part I of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this definition"); or

1.5.1.2 a petition is presented for an administration order under Part II of the Act;
or



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- 1.5.1.3 a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise; or
 - 1.5.1.4 it goes into liquidation as defined in Section 247(2) of the Act (other than a voluntary winding up solely for the purpose of the amalgamation or reconstruction whilst solvent); or
 - 1.5.1.5 a provisional liquidator is appointed under Section 135 of the Act; or
 - 1.5.1.6 a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985; and
- 1.5.2 in relation to an individual that;
- 1.5.2.1 an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act; or
 - 1.5.2.2 a bankruptcy petition is presented to the Court; or
 - 1.5.2.3 he enters into a deed of arrangement

1.6 Insured Risks

As defined in Part Four

1.7 Interest

Interest at the Interest Rate (both before and after any judgment) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rests at the usual quarter days

1.8 Interest Rate

4% p.a. above the base lending rate from time to time of the Royal Bank of Scotland plc (or of such other UK Clearing bank as the Landlord may give notice from time to time)

1.9 Permitted User

Any use within Class B1-B8 inclusive of the schedule to the Town and Country Planning (Use Classes) Order 1987

1.10 Premises

Land and buildings on the west side of Bromyard Road, Ledbury comprised in title number HW130912

1.11 Rent

One pound (£1) per year

1.12 Schedule

A schedule to this Lease

1.13 Term

Fifteen (15) years from and including the date of the Lease

1.14 VAT

Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon)

2. INTERPRETATION

The provisions of the Lease shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a party to the Lease comprising more than one person are obligations and liabilities of such persons jointly and severally
- 2.2 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party
- 2.3 A consent or approval to be given by the Landlord is not effective for the purposes of the Lease unless it is in writing and signed by or on behalf of the Landlord
- 2.4 Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease

PART TWO: DEMISE

3. DEMISE

The Landlord demises the Premises to the Tenant:-

- 3.1 except and reserving to the Landlord as set out in the First Schedule
- 3.2 to hold the same to the Tenant for the Term

3.3 subject to and with the benefit of all rights, easements, restrictions, covenants and liabilities affecting the Premises including without prejudice to the generality of the foregoing those described in the Second Schedule

3.4 yielding and paying to the Landlord the Rent without any deduction yearly in advance on the anniversary of the date of this lease in every year (the first payment being made on the date hereof)

PART THREE: TENANT'S COVENANTS

4. INTRODUCTION

The Tenant covenants with the Landlord for the duration of the Term as set out in this part of the Lease

5. RENT

The Tenant shall pay the Rent as provided in Part Two of the Lease without deduction or set off (whether legal or equitable)

6. OUTGOINGS AND VAT

6.1 The Tenant shall pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings now or at any time during the Term payable by the owner or occupier of or otherwise due in respect of the Premises (except any tax assessed on the Landlord or any superior landlord in respect of its ownership of, rental income from or any dealing with its reversionary interest)

6.2 The Tenant shall pay and keep the Landlord indemnified against all VAT which may from time to time be lawfully charged on the Rent or on any other monies payable by the Tenant under the Lease

6.3 The Tenant shall pay and indemnify the Landlord against all charges for electricity gas and other services at the Premises

7. REPAIR AND DECORATION

The Tenant shall (damage by any of the Insured Risks excepted to the extent that any policy of insurance is not avoided by the act or default of the Tenant):-

- 7.1 keep the Premises at all times in good and substantial repair and condition provided that the Tenant shall not be obliged to keep the Premises in any better state and condition than is evidenced in the schedule of condition a copy of which is annexed hereto
- 7.2 clean the Premises regularly and maintain them at all times in a clean and tidy condition
- 7.3 clean all windows regularly and at least once a month
- 7.4 decorate and keep the Premises decorated to a high standard (in any event not less frequently than once in any period of five years and also including to the Landlord's reasonable specification in the last six months of the Term)
- 7.5 within two months (or sooner in emergency) of receipt of notice from the Landlord of any breach of this Clause to commence and thereafter continuously and diligently carry out the repair cleaning or decoration required to remedy the breach and if the Tenant fails diligently to comply with such notice and the Landlord enters the Premises to carry out such work the Tenant shall upon demand pay to the Landlord all proper costs which the Landlord so incurs

8. ALTERATIONS

- 8.1 The Tenant shall not materially add to alter or interfere with any part of the Premises or any building thereon unless consent is first given under Clause 8.2
- 8.2 The Landlord will not unreasonably withhold or delay consent for the carrying out of:-
 - 8.2.1 an alteration to the interior of any building on the Premises which does not affect any load bearing part of the building, or
 - 8.2.2 the installation of or an alteration to a Conduit forming part of the Premises, or
 - 8.2.3 the erection of any structure on the landand in accordance with drawings and specifications previously approved by the Landlord
- 8.2.4 the installation by the Tenant of internal demountable partitioning shall not be deemed a breach of this covenant

9. SIGNS

The Tenant shall not:-

- 9.1 display any flashing or moving sign on the exterior of the Premises

9.2 display any notice, sign, poster or advertisement except to indicate the name and business of the Tenant in a manner first approved by the Landlord (such approval not to be unreasonably withheld or delayed)

10. USER

10.1 The Tenant shall not use the Premises otherwise than within the Permitted User

10.2 The Tenant shall not use the Premises in a manner which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord or any other person provided that it is agreed that the use of the Premises for research purposes (including animal testing) shall not be a breach of this Clause or Clause 10.3

10.3 The Tenant shall not reside or sleep on the Premises nor use them for any sale by auction or for any dangerous, noisy or offensive purpose or for any illegal or immoral activity

10.4 The Tenant shall not impair or overload any structure on the Premises

10.5 The Tenant shall not make use of Conduits beyond their capacity nor in a manner which may block or damage them and in particular will not stop up or obstruct or permit oil grease or other deleterious matter or substances to enter any drain or sewer

11. ALIENATION

11.1 The Tenant shall not assign underlet charge part with or share possession or occupation of the whole or any part of the Premises

11.2 The proceeding provisions of this Clause 11 do not apply to any parting with possession or occupation or a sharing of occupation or sub division of the Premises to or with any member of a group of companies of which the Tenant is itself a member if:

11.2.1 The interest in the Premises so created is, and remains no more than a tenancy-at-will;

11.2.2 The possession occupation or sub divisions are immediately determined if the Tenant and the relevant member cease for any reason whatsoever to be members of the same group of companies;

and for this purpose two companies are members of a group if, and only if, one is a subsidiary of the other or both are subsidiaries of a third company, "subsidiary" having the same meaning given to it by Section 736 of the Companies Act 1985

12. LEGAL OBLIGATIONS

12.1 In this Clause "Legal Obligation" means any obligation relating to the Premises or their occupation or use imposed by any present or future statute or any statutory instrument, regulation or order made under it or by any lawful authority irrespective of the person on whom such obligation is imposed

12.2 The Tenant shall observe and comply with all Legal Obligations

12.3 The Tenant shall not do or omit to do in relation to the Premises or their use or occupation anything by reason of which the Landlord may incur any liability whether for costs, a penalty, damages, compensation or otherwise

12.4 Without prejudice to Clause 10.2 the Tenant shall not cause or permit a nuisance on or in relation to the Premises and if a nuisance occurs shall forthwith take all necessary action to abate it provided that it is agreed that the use of the Premises for research purposes (including animal testing) shall not be a breach of this clause

12.5 The Tenant shall perform and observe all covenants and other provisions contained or referred to in any documents listed in the Second Schedule insofar as they relate to or affect the Premises or their use or occupation

12.6 If the Tenant does not comply with a Legal Obligation or does not abate a nuisance the Landlord may do what it is reasonably necessary to comply with the Legal Obligation or abate the nuisance and the Tenant shall upon demand pay to the Landlord all proper costs which the Landlord so incurs

13. PLANNING

13.1 The provisions of this Clause supplement the general obligations imposed by Clause 12

13.2 The Tenant shall not commit a breach of planning control (as defined in Section 171A(1) of the Town and Country Planning Act 1990) in relation to the Premises

13.3 The Tenant shall observe and comply with all statutes relating to town and country planning in relation to the Premises

14. DEFECTIVE PREMISES

The Tenant shall promptly give notice to the Landlord of any defect in the Premises in respect of which the Landlord may have a liability or duty of care under the Lease, the Defective Premises Act 1972 or otherwise

15. ENCROACHMENTS

15.1 The Tenant shall not stop up, darken or obstruct any window or light at the Premises

15.2 The Tenant shall not permit and shall take all reasonable measures to prevent any new window, light, opening, doorway, pathway, Conduit or other encroachment or easement being made or acquired in, against, out of, or upon the Premises

16. LANDLORD'S RIGHTS

16.1 The Tenant shall permit the Landlord, and persons authorised by any of them to exercise any right excepted and reserved by the First Schedule or to which the Lease is subject and in addition the right to enter the Premises at all reasonable times after not less than seven days' written notice (except in emergency) with tools and equipment (if appropriate):

16.1.1 to inspect the Premises to ascertain whether the Tenant is complying with the Lease to view their state and condition to take schedules or inventories to make surveys to show the Premises to prospective tenants or purchasers or for any other lawful and reasonable purpose

16.1.2 to execute works following the Tenant's failure to comply with a notice served under Clause 7.5 (without prejudice to any other remedy available to the Landlord)

16.1.3 to abate a nuisance if the Tenant does not do so

16.1.4 to comply with a Legal Obligation if the Tenant does not do so

16.1.5 to inspect or execute works of repair, maintenance, decoration, construction, alteration, improvement or otherwise to the Building or other property the person entering causing as little damage and disturbance as is reasonably practicable and making good as soon as practicable any physical damage to the Premises so caused

and provided that such entry shall be conducted in such a manner so as not to breach any Project Licences issued pursuant to the Animals (Scientific Procedures) Act 1986

16.2 Unless the Tenant has given notice to exercise any option enjoyed by the Tenant for renewal of this Lease or purchase of the freehold reversion of the Premises the Tenant will permit the affixation to suitable parts of the Premises of reletting notices during the six months preceding the Determination of the Term and of notices relating to the disposal or acquisition of any reversionary interest at any time

17. COSTS

The Tenant shall pay and indemnify the Landlord against all liability, and proper costs, fees, charges, disbursements and expenses connected with, incidental to, consequent upon and (where appropriate) in contemplation of:-

- 17.1 an application for the Landlord's consent (whether or not the consent is given or the application is withdrawn) save where such consent is unreasonably withheld in breach of an obligation not to do so contained herein;
- 17.2 a schedule of dilapidations during the Term or within three months after the Determination of the Term;
- 17.3 warranted notice pursuant to a provision of the Lease or under Sections 146 or 147 of the Law of Property Act 1925 and proceedings under those Sections even if forfeiture is avoided otherwise than by relief granted by the court;
- 17.4 the recovery of arrears of Rent or other sums payable under the Lease;
- 17.5 the enforcement of any covenant or obligation of the Tenant under the Lease;
- 17.6 abating a nuisance which the Tenant fails to abate;
- 17.7 complying with a Legal Obligation if the Tenant does not do so

18. INTEREST

Without prejudice to any other right or remedy of the Landlord the Tenant shall pay to the Landlord Interest on any Rent and VAT (if applicable) which is not paid to the Landlord on the date it is due (whether payment is formally demanded or not) and Interest on any other sum which is not paid to the

Landlord by the later of the date it is due and the date fourteen days after a demand for payment is made

19. INDEMNITY

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all claims, demands, actions, or proceedings made or brought and all losses, damages, proper costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with:-

19.1 the use and occupation of the Premises;

19.2 the state of repair and condition of the Premises (except to the extent (if any) caused by any act or default of the Landlord);

19.3 any act default omission or negligence of the Tenant or of any other person at the Premises with the express or implied authority of the Tenant or of anyone deriving title through the Tenant; and

19.4 any breach of any covenant or other provision of the Lease to be observed or performed by the Tenant

20. YIELDING UP

20.1 Upon the Determination of the Term the Tenant shall:-

20.1.1 remove all signs and tenant's fixtures and fittings and furniture and effects making good any damage to the Premises so caused;

20.1.2 unless notified by the Landlord reinstate all alterations; and

20.1.3 yield up the Premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under the Lease

PART FOUR: INSURANCE

21. INSURANCE

In this part of the Lease "Insured Risks" means risks of loss or damage by fire, storm, tempest, flood, lightning, explosion, aircraft, articles dropped from aircraft, riot, civil commotion, malicious damage, impact, bursting and overflowing of water tanks apparatus and pipes (except insofar as such risks cannot be insured against in the UK market at a reasonable rate) and risks of loss or damage by such other perils against which the Tenant may insure

22. TENANT'S INSURANCE COVENANTS

The Tenant covenants with the Landlord for the duration of the Term:-

- 22.1 to insure in an insurance office of repute the Premises against the Insured Risks for the full cost of reinstatement including (for example) the cost of temporarily making the Premises safe and protecting any adjoining structures debris removal demolition site clearance obtaining planning and all other statutory consents architects' surveyors' and other fees incurred in relation to the reinstatement complying with the requirements of any statute or of any local public or regulatory authority and any VAT that may be payable on or in respect of any of these costs and fees
- 22.2 in the event of loss or damage by an Insured Risk to apply all monies received from the insurer (except in respect of loss of Rent) in reinstating the Premises and to make up any deficiency out of its own monies
- 22.3 whenever damage by an Insured Risk occurs:
- 22.3.1 forthwith to notify the insurer of the damage and to claim all sums due under the insurance policy
- 22.3.2 to use all reasonable endeavours to procure the payment by the insurer of all sums properly due under the policy at the time and in the manner required by the policy
- 22.3.3 to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Tenant to reinstate ("the Permissions")
- 22.3.4 to apply all insurance money received in reinstating the Premises as soon as the Permissions have been obtained or immediately when no permissions are required except where reinstatement is prevented by circumstances beyond the control of the Tenant
- 22.4 to comply with the insurer's requirements and recommendations in relation to the Premises and not to do or omit to do anything in relation to the Premises which may make any policy of insurance void or voidable in whole or in part
- 22.5 the Tenant will provide and maintain such fire fighting equipment on the Premises as the insurer or a lawful authority may require

PART FIVE: LANDLORD'S COVENANTS

23. QUIET ENJOYMENT

Subject to the Tenant paying the Rent and other sums due under and complying with its covenants in and to all other relevant provisions of the Lease the Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises

Without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

PART SIX: MISCELLANEOUS PROVISIONS

24. RECOVERY OF MONEY

In addition to any other remedy available to the Landlord all moneys due from the Tenant to the Landlord under the Lease may be recovered as if such moneys were reserved as Rent

25. USER

The Landlord does not warrant that the Premises may lawfully be used for any purpose authorised under the Lease

26. RIGHTS

26.1 The Tenant is not entitled to and the Premises do not enjoy any right of light or air which may restrict or interfere with the free use of any other property for building or any other purpose

26.2 A person exercising any right of entry granted or reserved under the Lease in order to carry out works must:-

26.2.1 give reasonable prior notice (being at least 7 days prior written notice) to the relevant Party (except in emergency);

26.2.2 exercise the right in a manner which causes as little damage and inconvenience as is practicable in the circumstances; and

26.2.3 make good any physical damage caused as soon as is reasonably practicable

26.2.4 ensure that such entry is conducted by the relevant Party in such a manner so as not to breach any project licences issued pursuant to the Animals (Scientific Procedures) Act 1986

27. LIABILITY

Excepting the negligence or wilful default of the Landlord its agents or employees the Landlord is not responsible to the Tenant or to anyone in the Building with the Tenant's express or implied authority for any accident, injury, damage or loss

28. ENVIRONMENTAL

Notwithstanding any provision of this Lease the Parties hereby agree that the Tenant shall not be liable for any environmental damage or any associated costs whatsoever to or under the Premises prior to the grant of this Lease

29. INVITEES OF THE LICENSEES

Notwithstanding any provision of this Lease the Landlord its servants agents and employees shall not be deemed to be invitees or licencees of the Tenant

30. LANDLORD AND TENANT ACT EXCLUDED

Having been authorised to do so by an Order of the Mayors and City of London Court made on the 28th day of July 2000 under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 (as amended) the parties agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy hereby granted

31. NOTICES

Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) applies to any notice under the Lease

PART SEVEN: FORFEITURE

32. RIGHT OF RE-ENTRY

The Landlord may at any time after the occurrence of any of the following events re-enter the Premises whereupon this demise shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any arrears of Rent or any antecedent breach of covenant):

32.1 if any Rent remains unpaid 21 days after it is due (whether formally demanded or not); or

32.2 if any covenant or stipulation in the Lease which is to be performed or observed by the Tenant is not performed or observed; or

2. REVIEW OF RENT

With effect from each Review Date the Rent shall be the amount payable (but for any abatement of Rent) immediately prior to that Review Date or (if greater) the Open Market Rent as agreed or determined under this part of the Lease

3. OPEN MARKET RENT

"Open Market Rent" means the yearly rent which would reasonably be expected to become payable in respect of the Premises after the expiry of a rent free period for fitting out purposes only of such length as would be negotiated in the open market between a willing landlord and a willing tenant:-

3.1 upon a letting of the Premises:

3.1.1 as a whole

3.1.2 by a willing landlord to a willing tenant

3.1.3 with vacant possession

3.1.4 on the open market

3.1.5 without a fine or premium

3.1.6 for a term equivalent to residue of the term of 15 years then unexpired commencing on the Relevant Review Date

3.1.7 including provisions for review of rent on the Review Dates

3.1.8 otherwise on the same terms as the Lease (except as to the amount of the Rent)

3.2 assuming that

3.2.1 the covenants and provisions of the Lease on the part of the Landlord and the Tenant have been fully performed and observed

3.2.2 if the Premises have been destroyed or damaged they have been fully restored

3.2.3 the Premises are fully fitted out and equipped to the requirements of a willing tenant and are available for immediate beneficial occupation and use

3.2.4 no work has been carried out to the Premises (unless by the Landlord or a superior landlord) which has diminished their rental value

3.2.5 every prospective willing landlord and willing tenant is able to recover VAT in full

3.3 but disregarding:-

or other chief officer or acting chief officer for the time being of the Royal Institution of Chartered Surveyors

- 4.5 The Surveyor shall act as an expert and not as an arbitrator
- 4.6 The Surveyor shall within three months of his appointment or within such extended period as the Landlord may agree give to the Landlord and the Tenant written notice of the amount of the Open Market Rent as determined by him but if he does not or if for any reason it becomes apparent that he will not be able to complete his duties in accordance with his appointment the Landlord and the Tenant may agree upon or either of them may apply for the appointment of another Surveyor (which procedure may be repeated as often as necessary) pursuant to the provisions of this Clause
- 4.7 The Surveyor shall have the following powers
- 4.7.1 the parties shall be entitled to submit to the Surveyor representations but not cross-representations with supporting evidence. The Surveyor shall have regard to the representations but he shall not be bound by them in making his decision which shall be in his absolute discretion
- 4.7.2 the Surveyor shall deliver his decision in writing. Unless the parties agree otherwise the Surveyor shall give his reasons in writing
- 4.7.2 the reference to the Surveyor shall include authority to determine in what manner the costs of his appointment and the referral shall be paid
- 4.7.3 if there is a dispute over a point of law (and the Surveyor is not authorised by the parties to determine that point as expert) then:
- 4.7.3.1 If the parties agree the Surveyor is to defer the determination pending a construction summons; or
- 4.7.3.2 If the surveyor requires or the parties agree the Surveyor is to appoint a legal assessor to advise him and the costs of the assessor shall be borne as the Surveyor determines; or

4.7.3.3 If the Surveyor requires or the parties agree the Surveyor is to adjourn the determination and the parties are to appoint an arbitrator to settle the point of law in accordance with the Arbitration Act 1996

5. DELAYED REVIEW

Where the Rent payable with effect from a Review Date is not ascertained prior to that Review Date the Tenant shall:-

- 5.1 with effect from the Relevant Review Date pay an "Interim Rent" at the rate at which Rent was payable (ignoring any abatement) immediately prior to that Review Date; and
- 5.2 if the Rent when ascertained exceeds the Interim Rent then within seven days of the Rent being ascertained ("the Payment Date") pay to the Landlord an amount equal to the aggregate of the sums by which each quarterly Instalment of Rent would have exceeded each instalment of Interim Rent had the Rent been ascertained by the Relevant Review Date together with Interest on each of those sums from the date it would have been due to the Payment Date at a rate 2% below the Interest Rate

6. RESTRICTIONS

Where Restrictions are in force at a Review Date the Landlord may (whether or not Rent has been agreed or determined with effect from that Review Date) give notice to the Tenant at any time but not later than 28 days (in respect of which time is of the essence) after such Review Date postponing that Review Date until such later date (being not later than the next following Review Date) as the Landlord may subsequently by not less than three months' prior notice specify and in that event the Rent payable immediately prior to the Review Date that is postponed shall (notwithstanding any review that may have taken place as at that Review Date) continue to be the Rent payable until increased upon review at the postponed or (as the case may be) a subsequent Review Date

7. MEMORANDA

Where Rent is agreed or determined with effect from a Review Date the Landlord and Tenant shall (at their own cost) sign memoranda thereof in such form as the Landlord may reasonably require for annexation to both the original and counterpart of the Lease

EXECUTED as a DEED by QUINTILES)
SCOTLAND LIMITED acting by:-)



Director

Director/Secretary



EXECUTED as a DEED by QUINTILES)
ENGLAND LIMITED acting by:)

Director

Director/Secretary

**Schedule of Condition prepared upon Quintiles England, Bromyard Road,
Ledbury, Herefordshire**

The weather conditions at the time of my inspection were dry and bright.

For the purposes of description only it is assumed that the front elevation of A Block is facing South East.

This schedule of condition is not intended to be a full structural / building survey and only details the elements of the property which were accessible and readily visible. None of the buildings on the site were entered during the survey, therefore the internal condition of the buildings falls outside the scope of this schedule of condition. No opening up or exposure works have been undertaken.

This schedule has been prepared on behalf of Quintiles England, Bromyard Road, Ledbury, Herefordshire and is to be appended to the lease to the property.

General Description

The property comprises a 7 acre site located on Bromyard Road, Ledbury, Herefordshire. The site contains 17 individual buildings designed for the carrying out of various pharmaceutical processes. The buildings were in the main single storey, though there are several two storey building on the site.

The site was occupied at the time of my inspection.

Unit	Roof	Walls	Joinery	Comments
<p>B Block, C Block & Y Block - General Toxicology, Vacant, Analytical Chemistry & Clinical Pathology</p>	<p>Big 6 profile fibre cement sheeling with grey trim to gables. Eaves curve to discharge to box section gutters and 150mm downpipes. Roof water collected in 150mm box gutter at eaves discharging to 150mm downpipes. Roof water from valleys discharges to hoppers and to 200mm downpipes. Several vents were noted to roof envelope. Linear roof lights present to visible roof slopes an approx. mid span of roof pitch. There are various unclipped cables present to the roof of B & C Block.</p>	<p>Plinth wall constructed from London Common bricks in English Bond. Plinth wall projects past face of claddings above, projection is covered with blue painted cill, drip throating present, in need of some repair and repointing. Vertical crack is present to NE elevation of C Block. Big 6 profile fibre cement sheeling with blue trim to walls above and gables. Brickwork to plinth is generally in poor condition and requires repointing. There are various air vents and louvres present to the walls of B & C Block. A small amount of damage was noted to the cladding adjacent to the Portacabin corridor at high level. Flat roof link block to B & C Block walls are painted brickwork, generally in good order. Concrete foundation pads are visible up to floor level to NW elevation on C Block. Damage noted brickwork to NE corner of B Block, electrical cables are exposed.</p>	<p>Doorway is present to SW elevation at high level. Timber door sets are present to B & C Blocks, in satisfactory decorative order. Metal windows are present in B & C Blocks, in poor decorative order. Wet rot was noted to several elements to SE elevation B Block.</p>	<p>Y Block is a Portacabin prefabricated unit similar to that attached to A Block. Prefabricated Portacabin two storey structure present to SW corner of building. This building is in good condition. It was not possible to view the Portacabin roof at the time of the survey. Portacabin is connected to older portal framed building via a flat roofed corridor. Main access door the C Block is up ramp, fitted with metal box section hand rail. Several redundant gas pipes are present to NW elevation of C Block. There is a liquid nitrogen storage cylinder present to SW elevation of C Block. Carbon Dioxide cylinders are present chained to wall, NW elevation of C Block. Air-conditioning unit is to NW of building. Wall to raised access platform to NE of building has a large number of badly spalled bricks to coping.</p>

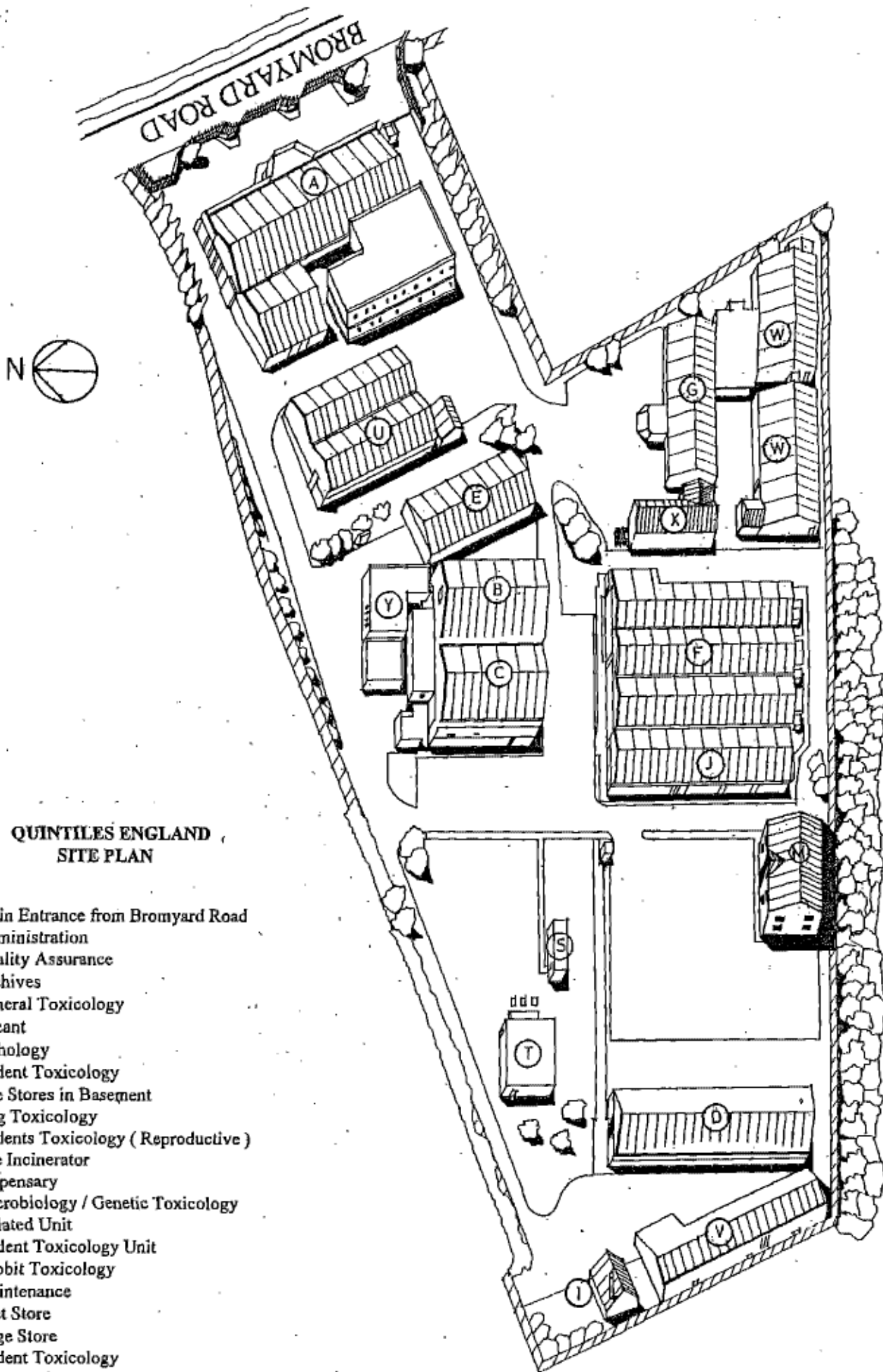
Unit	Roof	Walls	Joinery	Comments
D Block - Pathology	Big B profile fibre cement sheathing to roofs and gables. Roof pitch curves to gutter. Roof water collected in 150mm box gutter at eaves discharging to 150mm downpipes.	Building clad with proprietary panels, panels joined with aluminium strips, small number of strips are missing. Evidence of redundant fixings present to panels on SE elevation. Some cracking noted to panels adjacent to main access on NE elevation. Concrete plinth noted below cladding level.	Aluminium windows to whole of SE & NW elevations, with timber access doors present. Timber access doors to SE elevation in poor decorative state. Metal patent glazing, powder coated blue to NE elevation in good condition.	Air-conditioning plant present to SW elevation. Carbon Dioxide store present to SW elevation.
E Block - Rodent Toxicology, Stores in Basement	Brown, profiled, concrete, interlocking tiles. Timber fascia, soffits and barge boards, stained brown. Bartol "Squareline" rain water gutters and downpipes.	All elevations clad with rendered panels. Blockwork plinth below rendered panels. Ivy has grown up NW elevation and has been stripped back to top of plinth wall, some discolouration of the panels has occurred. 2Nr. Bird boxed are fixed to NW elevation at high level.	Timber windows, decoration is generally in good order. Doorway is present to SW elevation at high level. Main doors are timber, painted grey, decoration is generally in good order.	Building is in good condition. Building has inert gas cylinder housing to NW elevation. Air-conditioning plant is housed to NE of building. Basement door is located to NE elevation adjacent to air-conditioning plant. Rear access doors to the main building are accessed via steps fitted with metal box section handrails. Brick built gas handling plant cupboard is present to NE of E Block, building has a felt roof.

Unit	Roof	Walls	Joinery	Comments
<p>J Block & F Block - Dispensary & Dog Toxicology</p>	<p>Big 6 profile fibre cement sheathing with grey trim to gables. Roof water collected in 150mm box gutter at eaves discharging to 150mm downpipes. Roof water from valleys discharges to hoppers and to 200mm downpipes.</p>	<p>Side and front elevations clad with rendered panels. Block work plinth, painted black. Rear elevation is white painted blockwork. Various grilles and vent panels are present to walls.</p>	<p>Mixture of metal and timber windows, decoration is generally in good order. Doors are a mixture of timber and metal door sets.</p>	<p>Building is air-conditioned, plant is positioned to the SW elevation. Access doors are fitted with combination coded locks.</p>
<p>G Block & W Block - Rodents Toxicology (Reproductive) & Rodent Toxicology</p>	<p>Brown, profiled, concrete, interlocking tiles. Lead valleys to roof intersections. Timber fascia, soffits and barge boards, stained brown. Flat roofed link block between building with felt roof. Bartol "Squareline" rain water gutters and downpipes, some exhibiting discolouration due to effects of sunlight. NE corner of W Block roof is oversailing and supported on 200mm cylindrical steel column.</p>	<p>All elevations clad with rendered panels. Brickwork plinth below rendered panels. Ivy has grown up SE elevation G Block and has been stripped back, some discolouration of the panels has occurred. There is an area of soot damage adjacent to a balanced flue to the SW elevation of W Block. SW elevation of W Block also has algae growth due to rain splashing up from paving.</p>	<p>Some timber windows are present to NE elevation of G Block, decoration is in good order. Metal windows are present throughout the rest of the building. Metal patent glazing is present to the flat roofed link block, powder coated blue, in good order. Doors are a mixture of metal and timber doors, poor decorative state noted to one set of timber doors to SE elevation G Block.</p>	<p>Air-condition plant present to SE of building. Lead valley to roof intersection to SW elevation W Block is blocked with twigs.</p>

Unit	Roof	Walls	Joinery	Comments
I Block - Site Incinerator (Redundant)	Brown, trapezoidal profiled steel sheeting. Rain water collected by half round uPVC gutters and downpipes. 2Nr. Flues pass through roof envelope.	Brown, trapezoidal profiled steel sheeting. Denting to cladding noted to NE elevation approximately 1.5m above G.L. Large louvre vent present to high level on NW elevation. Concrete plinth present below cladding.	Timber access doors in poor decorative state.	
M Block - Microbiology / Genetic Toxicology	Brown, profiled, concrete, interlocking tiles. Lead valleys to roof intersections. Timber fascia, soffits and barge boards, stained brown. Half round uPVC gutter and downpipes.	Facing brickwork up to 2100mm above G.L. Rendered panels above. Expansion joints present between panels.	Metal windows and doors present, windows are fitted with smoked glass. Patent glazing to NE elevation. Timber louvre door present to gas store on SW elevation.	Building is still under construction.
S Block - Isolated Unit	Unable to view roof at time of survey.	Brick plinth walls, plywood cladding above plinth to underside of building system cladding. Cladding is grey painted, decoration is in good order.	Timber door, painted grey, decoration is in good condition. Rear fire escape door is fitted with lock.	Air-conditioning plant is present to NW of building. Under floor void left open, no grille was in place at time of survey. Several 150 x 225mm air bricks present to provide ventilation to sub-floor void. Decoration of building generally in good condition.

Unit	Roof	Walls	Joinery	Comments
<p>T Block - Rodent Toxicology Unit</p>	<p>Felt roof, unable to note condition at time of survey. Rain water discharges to half round UPVC gutters and downpipes. Large number of air-conditioning pipes present to roof.</p>	<p>Brick plinth walls, plywood cladding above plinth to underside of building system cladding. Cladding is grey painted, decoration is in good order.</p>	<p>Timber doors and window are in good decorative order. Steps to NW elevation access door in poor repair, no hand rail present. Wet rot noted to steps.</p>	<p>Air-conditioning plant is present to SE of building. Under floor void left open, metal grille was in place at time of survey. Several 150 x 225mm air bricks present to provide ventilation to sub-floor void. Decoration of building generally in good condition. Various extract fan ducts are present to NE elevation.</p>
<p>U Block - Rabbit Toxicology</p>	<p>Big 6 profile fibre cement sheeting with grey trim to gables. Several opaque roof lights were noted to the visible area of roof. Roof water collected in 150mm half round gutter at eaves discharging to 150mm downpipes. Roof water from valleys discharges to hoppers and downpipes.</p>	<p>Big 6 profile fibre cement sheeting with grey trim to walls above plinth and gables. Plinth walls are white painted blockwork. Bulging was noted to NW elevation to plinth walls at low level. The small building to SW elevation is constructed from blockwork with profiled fibre cement gables.</p>	<p>Timber windows, decoration is generally in good order. Doors are metal door sets in very good decorative order.</p>	<p>A concrete foundation is exposed to NW corner of the building. Air-condition plant is situated to NE side of building. Main access doors are fitted with combination coded locks.</p>

Unit	Roof	Walls	Joinery	Comments
V Block - Maintenance, Diet Store, Cage Store	Trapezoidal steel profiled sheeting, powder coated grey, all trims are powder coated blue. Brickwork plinth visible below cladding. Roof curves to meet walls, no gutters were visible. Decoration is in good order. Extract louvres present to SE elevation.	Trapezoidal steel profiled sheeting, powder coated grey, all trims are powder coated blue. Decoration is in good order, minor dents were noted to NW elevation.	3Nr. roller shutter doors, 1Nr. Timber louvre doors and 1Nr. uPVC casement window are present to SE elevation. Steel escape staircase to SE elevation in poor decorative state.	Building is generally in good condition.
X Block - Site Stand- by Generators	Brown, profiled, concrete, interlocking tiles. Lead valleys to roof intersections. Timber fascia, soffits and barge boards, stained brown. Barol "Squareline" rain water gutters and downpipes.	All elevations clad with rendered panels. Brickwork plinth below rendered panels. Large metal louvre vents present to generator room. Large diameter exhaust to generator present to SW elevation. Rendered panel below exhaust mounting brackets is discoloured by corrosion.	Timber louvre doors present, stained brown to SE elevation, decoration is in good order. Metal security door is present to generator room, fitted with various catches and stays. Metal door is painter grey, décor is in good order.	



**QUINTILES ENGLAND
SITE PLAN**

Main Entrance from Bromyard Road

Administration

Quality Assurance

Archives

General Toxicology

Vacant

D. Pathology

Rodent Toxicology

Site Stores in Basement

F. Dog Toxicology

Rodents Toxicology (Reproductive)

Site Incinerator

Dispensary

M. Microbiology / Genetic Toxicology

Isolated Unit

Rodent Toxicology Unit

U. Rabbit Toxicology

Maintenance

Diet Store

Cage Store

W. Rodent Toxicology

Site Stand-by Generators

Analytical Chemistry

Clinical Pathology

DATED 31st July 2000

BT62/4

QUINTILES SCOTLAND LIMITED

- and -

QUINTILES ENGLAND LIMITED

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- of -

**Land and buildings at
Bromyard Road, Ledbury**

**Certified/Examined with the original/examined
copy in our Offices.**

This 8th day of Sept. 2000

Gordon Lutton & Co

GORDON, LUTTON & CO.,

Solicitors,

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Hobson Audley,
7 Pilgrim Street
London EC4V 6LB

Ref: MJH/QUIC2/132268v.5