

DATED 13th OCTOBER 1994

THE CARDIFF PROPERTY PUBLIC LIMITED COMPANY

and

J R WOLLENBERG ESQ

Copy
SERVICE AGREEMENT

A N A G R E E M E N T made the thirteenth day of October one thousand nine hundred and ninety-four BETWEEN THE CARDIFF PROPERTY PUBLIC LIMITED COMPANY whose Registered Office is at Marlborough House Fitzalan Court Fitzalan Road Cardiff CF2 1TE (hereinafter called "the Company") of the one part and JOHN RICHARD WOLLENBERG of 27 Thornton Hill Wimbledon London SW19 (hereinafter called "the Executive") of the other part WHEREBY IT IS HEREBY AGREED as follows:

1. AS from the first day of October One thousand nine hundred and ninety-four the Company will employ the Executive and the Executive will serve the Company as Chairman and Chief Executive Director and in such capacity shall perform the duties and exercise the powers which may from time to time be reasonably assigned to or vested in him by the board of directors of the Company (hereinafter referred to as "the Board") and shall in the discharge of such duties and the exercise of such powers observe and comply with all reasonable resolutions and directions from time to time made or given by the Board and shall devote to the performance of his duties hereunder such of his time and attention as shall be reasonably necessary for the due performance thereof whether at the Company's offices or elsewhere

2 DURING the term of this Agreement the Executive will serve as a director of the company and (if so requested by the Board) as a director or officer of any subsidiary or associated company of the Company subject to prior agreement as to the terms and conditions of such appointment including without limitation as to the director's fees or other remuneration in respect of any such directorship or office provided always that the Executive shall not be required to change his place of residence as a result thereof

3 THE Executive shall continue to hold the said office for a term of three years from the first day of October One thousand nine hundred and ninety-four but such three year term shall automatically be extended for a further period of one year on each first day of October following the date hereof to the intent that the said term shall at such date once again revert to a three year term unless either party shall serve on the other not less than six months in the case of the Company and three months in the case of the Executive notice in writing expiring on any first day of October that he does not wish such automatic extension to take place whereupon the term shall revert to a fixed term contract for the remainder thereof subject to termination only as hereinafter provided

4 THE Company shall during the continuance of the Executive's appointment under the terms of this Agreement pay to the Executive a salary at the rate of fifty thousand pounds (£50,000) per annum by equal monthly instalments on the last day of each month such salary to be reviewed annually and may be increased as may from time to time be agreed between the parties hereto but in any case such review shall not reduce the level of salary from time to time paid pursuant to this clause 4 and in addition such bonuses as the Company in its unfettered discretion may think appropriate

5 IN addition to the said salary the Company shall pay to the Executive during the continuance of his appointment hereunder such travelling hotel and other expenses as may be properly incurred by him in the performance of his duties hereunder subject to the presentation of all necessary vouchers or receipts in respect of such expenses

6 DURING his employment hereunder the Company will supply the Executive with a car of a design and manufacture appropriate for a senior executive to be determined by the Company and will maintain the car and pay all running expenses in connection therewith including the road fund licence insurance premiums and cost of fuel and oil consumed when the car is not in use for the performance of the Executive's duties hereunder And if not so applied the Company shall pay reasonable compensation to the Executive for the use by him of his own car (if any) in the performance of his duties

7 THE Executive shall in addition to the normal public holidays be entitled to thirty five working days' paid leave of absence during the year to be taken at such times as shall be agreed between the Executive and the Board The Company shall make no payment in lieu of holidays not taken save for holidays not taken as at the termination of this Agreement

8 IN the case of illness of the Executive or any other cause incapacitating him from duly attending to his duties he shall receive his full salary including any bonus during the first twelve consecutive months or any shorter period in any consecutive period of fifteen months during which such incapacity shall continue payment of salary thereafter shall be at the discretion of the Company AND if the Executive shall continue so incapacitated for a longer period than fifteen consecutive months or if he shall be so incapacitated at different times for more than two hundred and twenty five working days in any one period of fifty-two consecutive weeks then and in either such case his employment shall at the option of the Board be determined on twelve months' notice PROVIDED THAT the Executive shall be required to account to the Company for any payment received by him under any National Insurance scheme or Statutory Sick Pay scheme for the time being in force in respect of such illness

9 DURING his employment under the terms of this Agreement the Company will pay into a Pension Scheme for the benefit of the Executive contributions of not less than ten per cent of his emoluments (including any bonuses)

10 THE Executive shall be entitled to secure benefits for himself his wife and children either under the BUPA Medical Insurance Scheme or such other similar insurance scheme as may be approved by the Company and the total cost thereof shall be met by the Company such benefits to continue for the full term of this Agreement

11 THIS Agreement shall be subject to summary termination by the Company by notice in writing if the Executive shall have committed any serious breach or continued any persistent material breach of his obligation hereunder

12 THE Executive shall not during the term of this Agreement or at any other time hereafter disclose to any person any secrets confidential information or any financial or trading information relating to the business or affairs of the Company or any associated companies which may have come to his knowledge during the course of his service hereunder unless ordered to do so by a court of competent jurisdiction or by the Board

13 COPYRIGHT and entitlement to plans drawings photographs models and similar matter produced in the performance of the Executive's employment hereunder shall be and remain the property of the Company and all such material shall be returned to the Company on the termination of this Agreement together with all lists of customers correspondence documents and other property belonging to the Company or any subsidiary or associated company which may be in his possession or control

14 THE Executive HEREBY AGREES that he will not at any time after the termination of this Agreement for whatever cause

(a) canvass or solicit or cause to be canvassed or solicited any person or company who has during the one year preceding such termination been provided with goods or services by the Company or any subsidiary or associated company for the purpose of offering goods or services similar to those provided by the Company or any subsidiary or associated company

(b) represent himself as being in any way connected with or interested in the business of the Company other than as a shareholder

(c) canvass or solicit or cause to be canvassed or solicited any person who is employed by the Company at the date of such termination for the purpose of enticing him away

15 THE Executive shall not without the consent of the Company such consent not to be unreasonably withheld during the continuance of this Agreement be engaged or interested either directly or indirectly in any capacity in any business whatsoever other than the business of the Company and its subsidiary and associated companies (save as the holder by way of investment only of shares or securities issued by any company and save as a stockbroker or investment advisor and save as a Non-Executive Director of any company) In this clause the expression "business" shall include any public or private appointment office or work which in the reasonable opinion of the Company shall hinder or otherwise interfere with the performance by the Executive of his duties under this Agreement but shall not include any appointment or office held by the Executive at the date hereof and known to the Company

16 IN the event that Mr Wollenberg ceases to act as the Chairman and Chief Executive Director but retains his office of director the full terms of this contract will continue to apply

17 IN the event of a change of control of the Company and/or the Executive is asked to resign any of his capacities, the Executive shall be entitled to receive from the Company on the date on which he is asked to resign or resigns a sum equal to 110% of his salary for the unexpired remainder of the term of his contract

18 IF the Executive shall have any grievance relating to his employment he may raise this either orally or in writing with the Board

19 THE expiration or determination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to have effect or operate thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party

20 IN this Agreement the expression "the Company" shall be deemed where the context so admits to include any subsidiary or holding company of the Company as defined in Section 736 of the Companies Act 1985 and "subsidiary company" shall have the meaning defined in the said Section: the expression "associated company" means a body corporate which is for the time being a holding company (as defined in the said Section 736) of the Company or a subsidiary of any such holding company or the Company or any body corporate of which such holding company or the Company is beneficial owner of not less than 20 per cent of the equity share capital

21 NOTICES may be given by either party by letter telegram or telex addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Executive) his last known address and any such notice given by letter shall be deemed to have been given at the expiration of three business days after posting and for the purposes of this clause 20 "business days" shall mean any day other than a Saturday Sunday or public holiday in the United Kingdom

22 THIS Agreement is in substitution for all previous contracts of service between the Company and its subsidiary or associated companies and the Executive which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences

23 THIS Agreement shall be governed by the laws of England and Wales and the Courts of England and Wales shall have jurisdiction

24 FURTHER terms of employment are given in the Schedule hereto

SCHEDULE

1 THE Executive's employment with the Company commenced on 1st April 1981 which is also the date of his continuous period of employment with the Company

2 NO part of the Executive's employment with any other employer counts as part of his continuous period of employment with the Company

3 NO contracting-out certificate pursuant to the provisions of the Social Security Pensions Act 1975 is held by the Company in respect of the Executive's employment

AS WITNESS the hands of the parties or their agents hereto the day and year first before written

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SIGNED by the said JOHN)
RICHARD WOLLENBERG in the)
presence of :-)

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AS WITNESS the hands of the parties or their agents hereto the day and year first before written

SIGNED on behalf of the Company)
)
by WALTER REGINALD BECK in the)
)
presence of)

DATED 31 March 1998

THE CARDIFF PROPERTY PLC

and

NETPAGE COMMUNICATIONS LIMITED

AGREEMENT

AN AGREEMENT made the Thirty First Day of March One Thousand Nine Hundred and Ninety Eight BETWEEN THE CARDIFF PROPERTY PUBLIC LIMITED COMPANY whose registered office is at Marlborough House, Fitzalan Court, Fitzalan Road, Cardiff CF2 1TE (hereinafter called the "Company") of the one part and NETPAGE COMMUNICATIONS LIMITED whose registered office is at 8 Thomson Walk, Calcot, Reading RG31 7DP (hereinafter called "Netpage") of the other part.

WHEREBY IT IS AGREED as follows:

1. as from the First Day of December One Thousand Nine Hundred and Ninety Seven Netpage will provide the services of David Arthur Whitaker of 8 Thomson Walk, Calcot, Reading RG31 7DP (hereinafter called "the Secretary") to serve the Company as Finance Director and Company Secretary and in such capacity shall perform the duties as may from time to time be assigned to him by the board of directors of the Company (hereinafter referred to as if the "Board") and in particular he shall be responsible for the keeping of proper accounts and for making or causing to be made all returns and for giving or causing to be given all notices required to be made or given to the Registrar of Companies and The Stock Exchange and for sending all notices and other things required to be given to directors or members of the Company and shall devote to the performance of his duties hereunder such of his time and attention as shall be necessary for the due performance thereof being not less than an average of two and one half days per week;
2. the Secretary shall continue to hold the said office from the date hereof and thereafter subject to three months notice in writing of termination on either side;
3. the Company shall, during the continuance of the Secretary's appointment under the terms of this Agreement, pay to Netpage a fee at the rate of twenty five thousand pounds (£25,000) per annum (together with Employer's National Insurance Contributions thereon) by equal monthly instalments on the last day of each month such fee to be reviewed as may from time to time be agreed between the parties hereto but in any case such review shall not be less than the fee aforesaid and in addition such additional fees as the Company in its unfettered discretion may think appropriate;
4. with the consent of the Board the Secretary may accept other appointments provided these are not likely to lead to conflicts of interest such consent not to be unreasonable withheld;
5. in addition to the said fee payable to Netpage the Company shall pay to the Secretary during the continuance of his appointment hereunder such travelling hotel and other expenses as may be properly incurred by him in the performance of his duties hereunder subject to the presentation of all necessary vouchers or receipts in respect of such expenses;
6. the Secretary shall in addition to the normal public holidays be entitled to 15 working days paid leave of absence during the year to be taken at such time as shall be agreed between the Secretary and the Board. The Company shall make no payment in lieu of holidays not taken;

7. in the case of illness of the Secretary or any other cause incapacitating him from duly attending to his duties Netpage shall receive the full fee during the first 3 months or any shorter period during which such incapacity shall continue. Payment of fee thereafter shall be at the discretion of the Company and if the Secretary shall continue so incapacitated for a longer period than 3 consecutive months or if he shall be so incapacitated at different times for more than 30 working days in any one period of fifty two consecutive weeks then and in either such case his appointment shall at the option of the Board be determined on 3 months notice provided that Netpage shall be required to account to the Company for any payment received by the Secretary under any National Insurance scheme or Statutory Sick Pay scheme for the time being in force in respect of each illness;
8. this Agreement shall be subject to summary termination by the Company by notice in writing if the Secretary shall have committed any serious breach or continued any persistent breach of his obligations hereunder;
9. the Secretary shall not during the term of this Agreement or at any time hereafter disclose to any person any secrets, confidential information or any financial or trading information relating to the business or affairs of the Company or any associated companies which may have come to his knowledge during the course of his service hereunder unless ordered to do so by a court of competent jurisdiction or by the Board;
10. on the termination of this Agreement the Secretary shall return to the Company all lists of customers correspondence accounts documents and other property belonging to the Company or any subsidiary or associated company which may be in his possession or control;
11. the Secretary hereby agrees that he will not at any time after the termination of this Agreement for whatever cause:
 - (a) represent himself as being in any way connected with or interested in the business of the Company other than as a shareholder;
 - (b) canvass or solicit or cause to be canvassed or solicited any person who is employed by the Company at the date of such termination for the purpose of enticing him away;
12. if the Secretary shall have any grievance relating to his appointment he may raise this with the chairman of the Company either orally or in writing and if not satisfied with the chairman's decision may raise the matter either orally or in writing with the Board;
13. the expiration or determination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to have effect or operate thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party;

DATED 25 March 1991

THE CARDIFF PROPERTY PUBLIC LIMITED COMPANY

and

MR NIGEL DARE JAMIESON

AN AGREEMENT made the Twenty-Fifth Day of March One Thousand Nine Hundred and Ninety One BETWEEN THE CARDIFF PROPERTY PLC whose registered office is at Marlborough House, Fitzalan House, Fitzalan Court, Cardiff CF2 1TE (the "Company") of the one part and MR NIGEL DARE JAMIESON ("Mr Jamieson") of 47 Carthew Road, London W6 0DU of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. As from this date Mr Jamieson will serve the Company as Independent Non-Executive Director and in such capacity will make himself available as reasonable required by the Company;
2. Mr Jamieson will continue to hold the said office from the date hereof and thereafter subject to three months notice in writing of termination on either side;
3. The Company will, during the continuance of Mr Jamieson's appointment, pay to him the sum of two thousand five hundred pounds per annum (£2,500) by equal monthly instalments on the last day of the month such amount to be reviewed from time to time as may be agreed between the parties;
4. With the consent of the board Mr Jamieson may accept other appointments provided these are not likely to lead to conflicts of interest such consent not to be unreasonable withheld;
5. In addition to the said payment the Company will pay to Mr Jamieson during the continuance of his appointment such travelling and other expenses as may be properly incurred by him in the performance of his duties subject to the presentation of all necessary vouchers or receipts in respect of such expenses;
6. This agreement will be subject to summary termination by the Company by notice in writing if Mr Jamieson commits any serious breach or continued any persistent breach of his obligations hereunder;
7. Mr Jamieson will not during the term of this Agreement or at any time hereafter disclose to any person any secrets, confidential information or any financial or trading information relating to the business or affairs of the Company or any associated companies which may have come to his knowledge during the course of his service hereunder unless ordered to do so by a court of competent jurisdiction or by the board;
8. On the termination of this agreement Mr Jamieson will return to the Company all lists of customers correspondence accounts documents and other property belonging to the Company or any subsidiary or associated company which may be in his possession or control;
9. Mr Jamieson hereby agrees that he will not at any time after the termination of this agreement for whatever cause:
 - a. represent himself as being in any way connected with or interested in the business of the company other than as a shareholder;
 - b. canvass or solicit or cause to be canvassed or solicited any person who is employed by the Company at the date of such termination for the purpose of enticing him away.
10. If Mr Jamieson has any grievance relating to his appointment he may raise this with the chairman of the Company either orally or in writing and if not satisfied with the chairman's decision may raise the matter either orally or in writing with the board;

11. The expiration or determination of the Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to have effect or operate thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party;
12. At the termination of his appointment hereunder Mr Jamieson shall not be entitled to any redundancy payment nor any compensation for unfair dismissal under the Employment Protection (Consolidation) Act 1978 as amended or any statutory modification or re-enactment of that Act for the time being in force;
13. In this agreement the expression "the Company" shall be deemed where the context so admits to include any subsidiary or holding company of the Company as defined in section 736 of the Companies Act 1985 and "subsidiary company" shall have the meaning defined in the said Section. The expression "associated company" means a body corporate which is for the time being a holding company (as defined in the said Section 736) of the Company or a subsidiary of any such holding company or the Company or any body corporate of which such holding company or the Company is beneficial owner of not less than 20 percent of the equity share capital;
14. Notices may be given by either party by letter or fax addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of Mr Jamieson) his last known address and any such notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post.

AS WITNESS the hands of the parties or their agents hereto the day and year first above written.

J Richard Wollenberg

On behalf of The Cardiff Property Public Limited Company

Nigel D Jamieson