

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**FORM 8-K**

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 2, 2009

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**THE FEMALE HEALTH COMPANY**

(Exact name of registrant as specified in its charter)

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Wisconsin

(State or other jurisdiction of incorporation)

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1-13602

(Commission File Number)

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39-1144397

(I.R.S. Employer I.D. Number)

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515 North State Street  
Suite 2225  
Chicago, Illinois

(Address of Principal Executive Offices)

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60654

(Zip Code)

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312-595-9123

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Section 1 – Registrant's Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement

On November 2, 2009, in connection with its previously announced evaluation of its UK FC1 manufacturing facility, The Female Health Company (the "Company") entered into a new lease and related agreements (collectively, the "New Lease") with the owner of the UK facility (the "Landlord"). The New Lease replaces the Company's previous lease for its UK facility which had an expiration date of December 10, 2016 and rent of £296,725 (\$488,100) per year. The New Lease expires on the later of (1) November 1, 2010 and (2) at least three months after the Landlord provides a notice of termination but in any event not before May 2, 2010. The rent remains £296,725 (\$488,100) per year, and the Company was required to deposit the amount of the annual rent upon execution of the New Lease. In connection with the New Lease, the Company also made a lease surrender payment of £600,000 (\$986,940) to the Landlord on November 2, 2009, and will be required to make an additional lease surrender payment of £300,000 (\$493,470) to the Landlord on or before February 2, 2010. From a cash flow perspective, replacing the previous lease now eliminates future payments of approximately \$4.3 million (for rent and related expenses) over the remaining term of the previous lease, producing a positive net impact of approximately \$2.8 million after deducting the surrender payments. All dollar amounts with respect to the UK facility in this report are translated from British pounds sterling based on an exchange rate of 1.6449 dollars per British pound sterling.

This description of the New Lease does not purport to be complete and is qualified in its entirety by the terms and conditions of the New Lease. Copies of the agreements constituting the New Lease are attached as exhibits hereto and are incorporated herein by reference.

### Item 1.02 Termination of a Material Definitive Agreement

The New Lease replaced the Company's prior lease, dated as of December 10, 1996 with P.A.T. (Pensions) Limited.

## Section 9 – Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit 99.1 – Lease dated November 2, 2009, among O&T Properties Limited, The Female Health Company (UK) Plc. and The Female Health Company.

Exhibit 99.2 – Deed of Surrender dated November 2, 2009, among O&T Properties Limited, The Female Health Company (UK) Plc., The Female Health Company Limited and The Female Health Company.

Exhibit 99.3 – Rent Deposit Deed dated November 2, 2009, between O&T Properties Limited and The Female Health Company (UK) Plc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 6, 2009

THE FEMALE HEALTH COMPANY

BY /s/ Donna Felch  
Donna Felch, Vice President and  
Chief Financial Officer

DATED 2nd November 2009

**O&T PROPERTIES LIMITED (1)**

**and**

**THE FEMALE HEALTH COMPANY (UK) PLC (2)**

**and**

**THE FEMALE HEALTH COMPANY (3)**

**LEASE**

in respect of part of

Unit 1, Sovereign Park, Coronation Road, London NW10 7QP

Manches LLP  
9400 Garsington Road  
Oxford Business Park  
OXFORD OX4 2HN

Tel +44 (0)1865 722 106  
Fax +44 (0)1865 201 012  
DX 155710 Oxford 13  
[www.manches.com](http://www.manches.com)

Ref: SPS/ELV/181966/259021

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- All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.
- Clause LR13 may be omitted or deleted.
- Clause LR14 may be omitted or deleted where the Tenant is one person.
- Otherwise, do not omit or delete any words in bold text unless italicised.
- Side-headings may appear as headings if this is preferred.
- Vertical or horizontal lines, or both, may be omitted.

<b>LR1.</b>	<b>DATE OF LEASE</b>	2 <sup>nd</sup> November 2009
<b>LR2.</b>	<b>TITLE NUMBERS(S)</b>	<p><b>LR2.1</b>      <b>LANDLORD'S TITLE NUMBER(S)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>AGL 55160</p> <p><b>LR2.2</b>      <b>OTHER TITLE NUMBERS</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<b>LR3.</b>	<p><b>PARTIES TO THIS LEASE</b> <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p>	<p><b>LANDLORD</b></p> <p>O&amp;T PROPERTIES LIMITED (Company No: 03703586) whose registered office is Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE</p> <p><b>TENANT</b></p> <p>THE FEMALE HEALTH COMPANY (UK) PLC (Company No: 02439625) whose registered office is 1 Sovereign Park, Coronation Road, Park Royal, London NW10 7QP</p> <p><b>OTHER PARTIES</b></p> <p><b>Guarantor</b></p> <p>THE FEMALE HEALTH COMPANY a company incorporated in the State of Wisconsin whose principal executive offices are at 515 North State Street, Suite 2225, Chicago, IL 60654</p>
<b>LR4.</b>	<p><b>PROPERTY</b> <i>Insert a full description of the land being leased</i> <i>or</i> <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p><b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b></p> <p>UNIT 1, SOVEREIGN PARK, CORONATION ROAD, LONDON NW10 7QP more particularly defined as "the Premises" in clause 1</p>

<b>LR5.</b>	<b>PRESCRIBED STATEMENTS ETC</b> <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	<b>LR5.1</b>	<i>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i>
			None
		<b>LR5.2</b>	<i>This lease is made under, or by reference to, provisions of:</i>
			None
<b>LR6.</b>	<b>TERM FOR WHICH THE PROPERTY IS LEASED</b> <i>Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i>		The term as specified in this lease as clause 3
<b>LR7.</b>	<b>PREMIUM</b> <i>Specify the total premium, inclusive of any VAT where payable.</i>		None
<b>LR8.</b>	<b>PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE</b> <i>Include whichever of the two statements is appropriate.</i> <i>Do <b>not</b> set out here the wording of the provision.</i>		This lease contains a provision that prohibits or restricts dispositions
<b>LR9.</b>	<b>RIGHTS OF ACQUISITION ETC</b> <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	<b>LR9.1</b>	<b>TENANT'S CONTRACTUAL RIGHTS TO RENEW THIS LEASE, TO ACQUIRE THE REVERSION OR ANOTHER LEASE OF THE PROPERTY, OR TO ACQUIRE AN INTEREST IN OTHER LAND</b>
			None
		<b>LR9.2</b>	<b>TENANT'S COVENANT TO (OR OFFER TO) SURRENDER THIS LEASE</b>
			None
		<b>LR9.3</b>	<b>LANDLORD'S CONTRACTUAL RIGHTS TO ACQUIRE THIS LEASE</b>
			None
<b>LR10.</b>	<b>RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY</b> <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>		None

<b>LR11.</b>	<b>EASEMENTS</b> <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	<b>LR11.1</b>	<b>EASEMENTS GRANTED BY THIS LEASE FOR THE BENEFIT OF THE PROPERTY</b>  Clause 3 of this lease and Part 1 of Schedule 1 to the Previous Lease
		<b>LR11.2</b>	<b>EASEMENTS GRANTED OR RESERVED BY THIS LEASE OVER THE PROPERTY FOR THE BENEFIT OF OTHER PROPERTY</b>  Clause 3 of this lease and Part 2 of Schedule 1 to the Previous Lease
<b>LR12.</b>	<b>ESTATE RENTCHARGE BURDENING THE PROPERTY</b> <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	None	
<b>LR13.</b>	<b>APPLICATION FOR STANDARD FORM RESTRICTION</b> <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	None	
<b>LR14.</b>	<b>DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT</b> <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	None	



**HM LAND REGISTRY  
Land Registration Act 2002**

Administrative Area: Ealing  
Title Number Out of Which Lease is Granted: AGL 55160  
Property Let: Unit 1 Sovereign Park, Coronation Road, London NW10 7QP

**THIS LEASE** is made the 2nd day of November 2009

**BETWEEN:**

- (1) **O&T PROPERTIES LIMITED** (Company No: 03703586) whose registered office is Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE
- (2) **THE FEMALE HEALTH COMPANY (UK) PLC** (Company No: 02439625) whose registered office is 1 Sovereign Park, Coronation Road, Park Royal, London NW10 7QP
- (3) **THE FEMALE HEALTH COMPANY** a company incorporated in the State of Wisconsin whose principal executive offices are at 919N Michigan Avenue, Suite 2208, Chicago, Illinois, USA

**NOW THIS DEED WITNESSES as follows:**

1. **DEFINITIONS**

For all purposes of this lease the terms defined in this clause have the meanings specified

"Break Date"	a date which is the later of: (i) 2nd May 2010 and (ii) at least three (3) months after service of the Break Notice
"Break Notice"	written notice to terminate this lease specifying the Break Date
"the Dilapidations Works"	the items of repair work identified in the Schedule of Dilapidations attached to this lease as <i>Appendix 2</i>
"this Lease"	unless expressly stated to the contrary the expression "this Lease" includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Previous Lease and any documents supplemental or collateral thereto

"the Premises" means all that Unit 1 Sovereign Park, Coronation Road, London NW10 7QP more particularly described in the Previous Lease  
"the Previous Lease" means a lease dated 10 December 1996 and made between PAT (Pensions) Limited (1) the Tenant (formerly known as Chartex International plc) and Chartex Resources Limited (2) and The Female Health Company (3) by which the Premises were demised to the Tenant and Chartex Resources Limited for a term of twenty (20) years from 10 December 1996 at a rent of one hundred and ninety-five thousand pounds (£195,000.00) a year  
"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT

2.

**RECITALS**

2.1. **The Reversion**

The reversion immediately expectant on the expiry of the term granted by the Previous Lease is now vested in the Landlord

2.2. **Request for New Lease**

The Landlord and the Tenant have agreed to enter into a further lease of the Premises

3. **DEMISE**  
The Landlord lets the Premises to the Tenant with full title guarantee **EXCEPTING AND RESERVING** to the Landlord the matters excepted and reserved by the Previous Lease **TO HOLD** the Premises to the Tenant **TOGETHER WITH** the rights granted by the Previous Lease for the term of one (1) year commencing on and including 2<sup>nd</sup> November 2009 **SUBJECT TO** all matters contained or referred to in the Previous Lease **YIELDING AND PAYING** to the Landlord a yearly rent of two hundred and ninety-six thousand seven hundred and twenty-five pounds (£296,725.00) payable without any deduction or set-off by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including 2<sup>nd</sup> November 2009 to and including the day before the next quarter day after that date to be paid on this document
4. **TERMS OF THIS LEASE**  
This Lease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Previous Lease except as to the term of years granted and except as modified in the schedule below so that this Lease is to be construed and take effect as if those terms, covenants, provisions and conditions were except as above repeated in this Lease in full with such modifications only as are necessary to make them applicable to this demise and the parties to this Lease
5. **COVENANTS**
- 5.1. **The Tenant's Covenants**  
The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on his part contained in this Lease
- 5.2. **The Landlord's Covenants**  
The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on his part contained in this Lease
6. **NEW LEASE**  
This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 section 1
7. **EXCLUSION OF THE 1954 ACT SECTIONS 24-28**
- 7.1. Notice and Declaration  
On 28<sup>th</sup> October 2009 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on 2<sup>nd</sup> November 2009 the Tenant made a statutory declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

7.2. **Agreement to Exclude**  
Pursuant to the provisions of the 1954 Act section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the parties agree that the provisions of the 1954 Act sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

8. **THIRD PARTY RIGHTS**

Nothing in this Lease is intended to confer on any person any right to enforce any term of this Lease which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

9. **GUARANTOR**

9.1. The Guarantor will procure the observance and performance of all the obligations of the Tenant under paragraph 8.1 of Schedule 2 to the Previous Lease (as modified by this Lease) and in the case of any default the Guarantor will observe and perform such obligations as if the Guarantor instead of the Tenant were liable herefore as a principal obligor and not merely as a surety

9.2. The obligations of the Guarantor under this Lease are in addition to any other right or remedy of the Landlord and will not be discharged diminished or in any way affected by:

9.2.1. any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the obligations of the Tenant under this agreement

9.2.2. any variation of this agreement or other act omission matter or thing (other than a release by deed given by the Landlord) by which but for this provision the obligations of the Guarantor under this agreement would have been so discharged diminished or affected

10. **GOVERNING LAW AND JURISDICTION**

10.1. This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

- 10.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)
- 10.3. Each party irrevocably consents to any process in any proceedings arising out of or in connection with this agreement under clause 10.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement will affect the right to serve process in any other manner permitted by law

IN WITNESS whereof the parties have executed this Lease as a Deed the day and year first before written

**SCHEDULE**  
**Modifications to the Previous Lease**

1. **DELETION OF EXISTING CLAUSES**

- 1.1. Clause 6 of and Schedules 5 and 8 to the Previous Lease shall be deleted
- 1.2. Paragraph 4.1 of Schedule 2 to the Previous Lease shall be deleted
- 1.3. Paragraph 8.3 of Schedule 2 to the Previous Lease shall be deleted
- 1.4. Paragraph 18 of Schedule 2 to the Previous Lease shall be deleted

2. **REPLACEMENT OF EXISTING CLAUSES**

- 2.1. Paragraph 3 of Schedule 2 to the Previous Lease shall be deleted and replaced by the following paragraphs:
  - "3.1. The Tenant shall keep the Premises clean and tidy and in good repair and condition except that (but without prejudice to the Tenant's covenant in paragraph 8.1 to Schedule 2 to the Previous Lease) this obligation shall not require the Tenant to put the Premises in any better state and condition than that evidenced by the photographic schedule of condition of the Premises a copy of which is attached to this lease at *Appendix 1*
  - 3.2. The Tenant shall not be liable to repair the Premises to the extent that any disrepair has been caused by an Insured Risk unless and to the extent that the policy of insurance of the Premises has been vitiated or any insurance proceeds withheld in consequent of any act or omission of the Tenant or its workers, contractors or agents or any person on the Premises with the actual or implied authority of any of those persons;

- 2.2. Paragraphs 4.2 and 4.3 of Schedule 2 to the Previous Lease shall be deleted and replaced with the following paragraphs:
- "4.2. To keep the Premises clean and tidy and any landscaped area with in the Premises neat and properly tended and to clean the inside and the outside of the windows as often as reasonably necessary except that (but without prejudice to the Tenant's covenant in paragraph 8.1 to Schedule 2 to the Previous Lease) this obligation shall not require the Tenant to put the Premises in any better state and condition than that evidenced by the photographic schedule of condition of the Premises a copy of which is attached to this lease at *Appendix 1*.
- 17.5 As and when reasonably necessary in an appropriate manner and in accordance with manufacturers recommendations (if any) to clean or treat any external stonework or other cladding and to repoint any external brickwork of the premises except that (but without prejudice to the Tenant's covenant in paragraph 8.1 to Schedule 2 to the Previous Lease) this obligation shall not require the Tenant to put the Premises in any better state and condition than that evidenced by the photographic schedule of condition of the Premises a copy of which is attached to this lease at *Appendix 1*."
- 2.3. Paragraph 8.1 to Schedule 2 to the Previous Lease shall be deleted and replaced with the following paragraph:
- "8.1. Notwithstanding the provisions of paragraph 3.1 of Schedule 2 to this Lease immediately prior to the expiration or sooner determination of the term to reinstate the Premises in or to a condition commensurate with that described in the Schedule of Dilapidations attached at *Appendix 2*"
- 2.4. Paragraph 14 to Schedule 2 to the Previous Lease shall be deleted and replaced by the following paragraph:

- "14. Not to make any alterations to the Premises whether external, structural, internal or non-structural nor to install any Service Media on the exterior of the Premises nor alter the route of any Service Media at the Premises"
- 2.5. Paragraphs 17 of Schedule 2 to the Previous Lease shall be deleted and replaced by the following paragraphs:
- "17.1 The Tenant shall not assign the whole or part of this lease  
17.2 The Tenant shall not underlet the whole or part of this Premises  
17.3 The Tenant shall not charge the whole or part of this lease  
17.4 The Tenant may share occupation of the Premises with any company that is a member of the same group (within the meaning of section 42 of the Landlord & Tenant Act 1954) as the Tenant provided that no relationship of landlord and tenant is thereby created and **PROVIDED THAT** such sharing of occupation will cease as soon as any such company is no longer a member of the same group (within the meaning of section 42 of the Landlord & Tenant Act 1954) as the Tenant shall notify the Landlord in writing of the name and registered company number of any company with whom it shares occupation pursuant to this paragraph  
17.5 The Tenant shall not part with or share possession or share occupation of this lease or the Premises or assign, part with or share any of the benefits or burdens of this lease or in any interest derived from it whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person"
- 2.6. Paragraph 24 of Schedule 2 to the Previous Lease shall be deleted and replaced by the following paragraph:
- "24. To permit the Landlord to fix and retain on the Premises at any time during the Term either a notice board for the reletting of the Premises or a notice board for the sale of the Landlord's interest and to permit all persons properly authorised in writing by the Landlord to view the Premises at reasonable hours upon reasonable notice"

- 2.7. The covenants in paragraph 27 of Schedule 2 to the Previous Lease shall be deemed to be modified so that the Tenant shall have no liability under them to the extent that the obligations of the lessee contained in the Superior Lease are inconsistent with the covenants contained or referred to in this Lease
- 2.8. Paragraph 3 of Schedule 4 to the Previous Lease shall be deleted and replaced by the following paragraph:
- "3 NOTICES**
- 3(1) Any notice given under this deed must be in writing and signed by or on behalf of the party giving it
- 3(2) Any notice or document to be given or delivered under this deed may be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows:
- 3(2)(a) to the Landlord at:  
Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE  
marked for the attention of the Managing Director or at the Landlord's Conveyancer, quoting the reference (SPS/OX-259021)
- 3(2)(b) to the Tenant at:  
Unit 1, Sovereign Park, Coronation Road, London NW10 7QP  
Marked for the attention of Michael Pope or at the Tenant's Conveyancer, quoting the reference RJC/043922.00019/NMH
- 3(2)(c) to the Tenant's Guarantor at:  
Unit 1, Sovereign Park, Coronation Road, London NW10 7QP  
Marked for the attention of Michael Pope
- 3(3) Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party
- 3(4) Any such notice will be deemed to have been received:



- 3(4)(a) if delivered personally, at the time of delivery provided that:
  - 3(4)(a)(i) if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day and
  - 3(4)(a)(ii) if delivery occurs after 5.00 pm on a working day, or at any time on a day that is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day
- 3(4)(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting
- 3(5) In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded delivery letter, as the case may be
- 3(6) A notice given or document delivered under this agreement will not be validly given or delivered if sent by e-mail"

3.

**ADDITION OF NEW CLAUSES**

The following shall be added to the Lease as a new paragraph 5 of Schedule 4:

**5(1) EXERCISE OF BREAK**

The Landlord may terminate this Lease by serving on the Tenant a Break Notice at any time on or after the date of the Lease

**5(2) TERMINATION**

- 5(2)(a) Following service of a Break Notice this lease shall terminate on the Break Date
- 5(2)(b) Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease
- 5(2)(c) Within fourteen (14) days after the Break Date the Landlord shall refund to the Tenant the proportion of the rent, Insurance Rent and any VAT paid in respect of them for the period from and excluding the Break Date up to and excluding the date up to which those payments have been made calculated on a daily basis"

**EXECUTED AS A DEED** by **O&T  
PROPERTIES LIMITED** acting by two  
directors or by a director and secretary

/s/ Andrew Johnson, Director  
/s/ James Deane, Secretary

**EXECUTED AS A DEED** by **THE FEMALE HEALTH COMPANY (UK) PLC** acting by two directors or by a director and secretary

/s/ Michael Pope, Director  
/s/ Nick Puttick, Director/Secretary

**SIGNED AS A DEED** on behalf of **THE FEMALE HEALTH COMPANY** a company incorporated in Wisconsin by Michael Pope being a person who in accordance with the laws of that territory is acting under the authority of the company

/s/ Michael Pope

DATED 2nd November 2009

**O&T PROPERTIES LIMITED (1)**

**and**

**THE FEMALE HEALTH COMPANY (UK) PLC**

**and**

**THE FEMALE HEALTH COMPANY LIMITED (2)**

**and**

**THE FEMALE HEALTH COMPANY (3)**

**DEED OF SURRENDER**

relating to

Unit 1, Sovereign Park, Coronation Road, London NW10 7QP

Manches LLP  
9400 Garsington Road  
Oxford Business Park  
OXFORD OX4 2HN

Tel +44 (0)1865 722 106  
Fax +44 (0)1865 201 012  
DX 155710 Oxford 13  
[www.manches.com](http://www.manches.com)

Ref: SPS/ELV/181966/259021

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**DATE** 2<sup>nd</sup> November 2009  
**HM Land Registry**  
**Landlord's title number:** AGL 55160  
**Administrative area:** Ealing: London

**PARTIES**

- (1) **O&T PROPERTIES LIMITED** (Company No: 03703586) whose registered office is Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE ("Landlord");
- (2) **THE FEMALE HEALTH COMPANY (UK) PLC** (Company No: 02439625) whose registered office is 1 Sovereign Park, Coronation Road, Park Royal, London NW10 7QP and **THE FEMALE HEALTH COMPANY LIMITED** (Company No: 01184898) whose registered office is 1 Sovereign Park, Coronation Road, Park Royal, London NW10 7QP ("Tenant");
- (3) **THE FEMALE HEALTH COMPANY** a company incorporated in the State of Wisconsin whose principal executive offices are at 515 North State Street, Suite 2225, Chicago, Illinois 60654

**BACKGROUND**

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant's Guarantor has entered into guarantee and other obligations in respect of the tenant covenants of the Lease.
- (E) The Landlord and the Tenant have agreed to enter into this deed.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1. The definitions and rules of interpretation set out in this clause apply in this deed.  
**"Landlord's Conveyancer"** Manches LLP of 9400 Garsington Road, Oxford Business Park, Oxford OX4 2HN (Ref: Stephen Stratton) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.  
**"Lease"** an underlease of the Property dated 10th December 1996 between P.A.T. (Pensions) Limited (1) Chartex International plc and Chartex Resources Limited (2) The Female Health Company (3) and all documents supplemental or collateral to that lease.

**"Property"** Unit 1, Sovereign Park Estate, Coronation Road, Park Royal, London NW10 as more particularly described in and demised by the Lease.

**"Second Payment"** means the sum of three hundred thousand pounds (£300,000.00) exclusive of any VAT payable on such amount.

**"VAT"** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2. Clause headings do not affect the interpretation of this deed.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. Words in the singular shall include the plural and vice versa.
- 1.5. A reference to one gender shall include a reference to the other genders.
- 1.6. A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.7. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9. A reference to "writing" or "written" includes faxes but not e-mail.
- 1.10. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.11. References to clauses are to the clauses of this deed.

- 1.12. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13. References to the "Landlord" include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14. The expressions "landlord covenant" and "tenant covenant" each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2.

**SURRENDER**

- 2.1. In consideration of:
  - 2.1.1. six hundred thousand pounds (£600,000.00) (plus VAT) paid by the Tenant to the Landlord (of which the Landlord acknowledges receipt);
  - 2.1.2. the obligation on the part of the Tenant and the Tenant's Guarantor to pay the Second Payment on or before 2<sup>nd</sup> February 2010; and
  - 2.1.3. the grant by the Landlord to the Tenant of a new lease of the Property on the date hereof for a term of one (1) year; and
  - 2.1.4. the releases by the Landlord pursuant to clause and clause;the Tenant surrenders and yields up to the Landlord all its estate, interest and rights in the Property and the Landlord accepts the surrender.
- 2.2. The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.  
The Premises are surrendered subject to:
  - 2.3.1. all matters registrable by any local authority or other body exercising powers under statute or by royal charter or any utility service or supply company ("Competent Authority") pursuant to statute;
  - 2.3.2. all requirements, notices, order or proposals (whether or not subject to confirmation) of any Competent Authority;



2.3.3. all matters disclosed by searches or as the result of enquiries formal or informal and whether made in person or by writing by or for the Landlord; and

2.3.4. all notices served by the owner or occupier of any adjoining or neighbouring property.

2.4. The Tenant surrenders the Property with full title guarantee except that the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the Tenant insofar as the covenant makes the Tenant liable for any of the costs referred to in such covenant and the Landlord shall be liable for such costs instead.

**3. SECOND PAYMENT**

3.1. On 2<sup>nd</sup> February 2010 the Tenant shall make the Second Payment to the Landlord, such payment to be made by direct credit to the Landlord's Conveyancer's client account:

Lloyds TSB Bank plc

Law Courts Branch

222 Strand

LONDON WC1R 1BB

Sort code: 30-00-04

Account No: 00816400.

3.2. If the Landlord or the Landlord's Conveyancer (as the case may be) has not received the Second Payment by 5.30 pm on 2<sup>nd</sup> February 2010 the Landlord is entitled to treat the Second Payment as late and to charge interest on it in accordance with clause 10 of this deed.

**4. VALUE ADDED TAX**

On the date of this deed, and in the case of the Second Payment when such payment becomes due but in each case subject to prior receipt of a valid VAT invoice, the Tenant shall pay the Landlord any VAT properly chargeable on such amounts.

**5. RELEASE OF THE TENANT**

The Landlord releases the Tenant and its predecessors in title from all the tenant covenants and conditions of the Lease and from all liability for any subsisting breach of any of them except for any obligations on the part of the Tenant under this deed.

6. **RELEASE OF THE TENANT'S GUARANTOR**

The Landlord releases the Tenant's Guarantor from the covenants, indemnities and other obligations arising under or in respect of the Lease and from all liability for any subsisting breach of those covenants, indemnities and other obligations except for any obligations on the part of the Tenant's Guarantor under this deed.

7. **RELEASE OF THE LANDLORD**

The Tenant releases the Landlord from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

8. **DOCUMENTS AND HMLR REQUIREMENTS**

On the date of this deed, the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer the Lease and the original part of this deed.

9. **GUARANTEE AND INDEMNITY**

- 9.1. The Tenant's Guarantor guarantees to the Landlord that the Tenant shall pay the Second Payment to the Landlord in accordance with its obligation in clause of this deed and that if the Tenant fails to pay the Second Payment to the Landlord, the Tenant's Guarantor shall pay the Second Payment to the Landlord.
- 9.2. The Tenant's Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Second Payment to the Landlord in accordance with the obligations in clause of this deed.
- 9.3. The liability of the Tenant's Guarantor shall not be affected by:
  - 9.3.1. any time or indulgence granted by the Landlord to the Tenant; or
  - 9.3.2. any delay or forbearance by the Landlord in enforcing the payment of the Second Payment or in making any demand in respect of the Second Payment; or
  - 9.3.3. the Landlord exercising any right or remedy against the Tenant for any failure to pay the Second Payment; or
  - 9.3.4. the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Second Payment including the release of any such security; or

- 9.3.5. any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the Tenant's obligation in this agreement or any unenforceability of any of them against the Tenant; or
- 9.3.6. the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- 9.3.7. the disclaimer of the Tenant's liability under this lease or the forfeiture of this agreement ; or
- by any other act or omission except an express written release of the Tenant's Guarantor by the Landlord.
- 9.4. The Tenant's Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Tenant's Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 9.5. The Tenant's Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Tenant's Guarantor under this guarantee and indemnity unless and until all the obligations of the Tenant's Guarantor under this guarantee and indemnity have been fully performed.
- 9.6. This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Tenant's Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Second Payment shall not merge in or be affected by any other security.
- 9.7. The Tenant's Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Second Payment.

10.

**INTEREST**

If the Second Payment or any other money payable under this deed by the Tenant to the Landlord has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at 4% above the base lending rate from time to time of HSBC Bank plc or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

11.

**NON-MERGER**

Completion of the surrender of the Lease does not cancel liability to perform any outstanding obligation under this deed.

12.

**NOTICES**

12.1. Any notice given under this deed must be in writing and signed by or on behalf of the party giving it.

12.2. Any notice or document to be given or delivered under this deed may be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows:

12.2.1. to the Landlord at:

Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE  
marked for the attention of the Managing Director  
or at the Landlord's Conveyancer, quoting the reference (SPS/OX-259021).

12.2.2. to the Tenant at:

Unit 1, Sovereign Park, Coronation Road, London NW10 7QP  
Marked for the attention of Michael Pope  
or at the Tenant's Conveyancer, quoting the reference RJC/043922.00019/NMH

12.2.3. to the Tenant's Guarantor at:

Unit 1, Sovereign Park, Coronation Road, London NW10 7QP  
Marked for the attention of Michael Pope

12.3. Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

- 12.4. Any such notice will be deemed to have been received:
- 12.4.1. if delivered personally, at the time of delivery provided that:
    - 12.4.1.1. if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day; and
    - 12.4.1.2. if delivery occurs after 5.00 pm on a working day, or at any time on a day that is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
  - 12.4.2. in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting.
- 12.5. In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded delivery letter, as the case may be.
- 12.6. A notice given or document delivered under this agreement will not be validly given or delivered if sent by e-mail.

**13. LIABILITY**

If the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this deed. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

**14. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under or in connection with it.

**15. JURISDICTION AND GOVERNING LAW**

- 15.1. This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.3. Each party irrevocably consents to any process in any proceedings arising out of or in connection with this agreement under clause 15.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement will affect the right to serve process in any other manner permitted by law.

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

**EXECUTED AS A DEED** by **O&T  
PROPERTIES LIMITED** acting by two  
directors or by a director and secretary

*/s/ Andrew Johnson, Director*  
*/s/ James Deane, Secretary*

**EXECUTED AS A DEED** by **THE FEMALE HEALTH COMPANY (UK) PLC** acting by two directors or by a director and secretary

/s/ Michael Pope, Director  
/s/ Nick Puttick, Director/Secretary

**EXECUTED AS A DEED** by **THE FEMALE HEALTH COMPANY LIMITED** acting by two directors or by a director and secretary

/s/ Michael Pope, Director  
/s/ Nick Puttick, Director/Secretary

**SIGNED AS A DEED** on behalf of **THE FEMALE HEALTH COMPANY** a company incorporated in Wisconsin by Michael Pope being a person who in accordance with the laws of that territory is acting under the authority of the company

/s/ Michael Pope

DATED 2nd November 2009

**O&T PROPERTIES LIMITED (1)**

**THE FEMALE HEALTH COMPANY (UK) PLC (2)**

**RENT DEPOSIT DEED**

relating to

Unit 1, Sovereign Park Estate, Coronation Road, London NW10 7QP

Manches LLP  
9400 Garsington Road  
Oxford Business Park  
OXFORD OX4 2HN

Tel +44 (0)1865 722 106  
Fax +44 (0)1865 201 012  
DX 155710 Oxford 13  
[www.manches.com](http://www.manches.com)

Ref: SPS/ELV/181966/259021

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**DATE** 2<sup>nd</sup> November 2009

**PARTIES**

- (1) **O&T PROPERTIES LIMITED** (Company No: 03703586) whose registered office is Seymour House, Whiteleaf Road, Hemel Hempstead, Hertfordshire HP3 9DE ("Landlord"); and
- (2) **THE FEMALE HEALTH COMPANY (UK) PLC** (Company No: 02439625) whose registered office is 1 Sovereign Park, Coronation Road, Park Royal, London NW10 7QP ("the Tenant").

**BACKGROUND**

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion of the Lease.
- (C) The residue of the Term is vested in the Tenant.
- (D) The Tenant has agreed to place on deposit with the Landlord the total amount of the Principal Rent due under the terms of the Lease and to allow the Landlord to draw down sums from this amount on account of the Principal Rent due under the Lease.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1. The definitions in this clause apply in this deed.
- |                   |  |
|-------------------|--|
| "Account"         | a separate, designated interest bearing deposit account at the Bank in the name of the Landlord.   |
| "Bank"            | Lloyds TSB Bank plc and its successors and assignees or such other bank or building society in England or Wales as the Landlord may from time to time nominate.  |
| "Deposit"         | the Initial Deposit.   |
| "Initial Deposit" | the sum of two hundred and ninety-six thousand seven hundred and twenty-five pounds (£296,725.00) plus VAT of forty-four thousand five hundred and eighty pounds only (£44,580.00).                        |
| "Interest"        | any interest accruing on the Deposit.  |
| "Lease"           | the lease of the Property dated 2 <sup>nd</sup> November 2009 and made between the Landlord (1) and the Tenant (2), and including all documents supplemental or collateral to that lease except this deed. |

"Principal Rent"	the annual rent first reserved under the terms of the Lease.
"Property"	Unit 1, Sovereign Park, Coronation Road, London as more particularly described in and demised by the Lease.
"Rents"	any sums reserved as rent under the Lease.
"Term"	has the meaning given to it in the Lease.
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
"Working Day"	a day which is not Saturday, Sunday, a bank holiday or a public holiday in England and Wales.

- 1.2. References to the "Landlord" include a reference to the person entitled for the time being to the immediate reversion of the Lease.
- 1.3. The obligations of the "Tenant" under this deed are personal to the entity named as the Tenant in this deed.
- 1.4. The expression "tenant covenant" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5. Clause headings do not affect the interpretation of this agreement.
- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7. Words in the singular shall include the plural and vice versa.
- 1.8. A reference to one gender shall include a reference to the other genders.
- 1.9. A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.10. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

- 1.11. References to clauses are to the clauses of this deed.
- 1.12. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13. A reference to writing or written includes faxes but not e-mail.

**2. DEPOSIT**

- 2.1. The Landlord acknowledges receipt of the Initial Deposit from the Tenant and undertakes to place the Initial Deposit in the Account as soon as reasonably possible, but in any event within two Working Days after the date of this deed.
- 2.2. The Landlord undertakes to hold the Deposit in accordance with, and subject to, the terms of this deed.

**3. CHARGE OF THE ACCOUNT**

- 3.1. The Tenant warrants to the Landlord that:
    - 3.1.1. the Deposit is, and will at all times be, free from any charge, encumbrance or other security interest in favour of any third party;
    - 3.1.2. the Tenant will not assign or otherwise dispose of its interest in, or the benefit of its rights under, this deed, the Deposit or the Account (or any part of them); and
    - 3.1.3. the Tenant will not create any further charge, encumbrance or security interest over the whole, or any part, of the Deposit or the Account.
  - 3.2. The Tenant, with full title guarantee, charges as a first legal charge, its interest in the Account, together with all money from time to time in the Account, to the Landlord.
  - 3.3. The security created by clause 3.2 of this deed is in addition to, and shall not affect, any other security of the Landlord as regards the Tenant.
  - 3.4. The Tenant confirms that the charge in clause 3.2 does not contravene any of the provisions of the Tenant's memorandum and articles of association and that this deed has been executed in accordance with them.
-

4.

**LANDLORD'S DUTIES**

- 4.1. The Landlord is not obliged to secure any particular rate of Interest and shall be entitled to open the Account with the Bank.
- 4.2. The Landlord shall be liable to the Tenant for any loss to the Deposit or any loss of Interest arising from the wilful default or negligence of the Landlord.

5.

**INTEREST**

- 5.1. Except where this deed provides otherwise, any Interest earned on the Deposit shall accrue to the Tenant.
- 5.2. No interest shall be released to the Tenant where the Lease is forfeited or disclaimed
- 5.3. Interest shall be released to the Tenant on termination of the Lease whether prior to or on the contractual expiry date.
- 5.4. The Landlord shall be entitled (but not obliged) to withhold such sums from any Interest accruing on the Deposit as represent any tax that may lawfully be due and to pay such sums to the appropriate tax authority.
- 5.5. In circumstances where the Landlord does not elect to withhold any sums pursuant to clause 5.4 the Tenant shall indemnify the Landlord on demand against all tax payable in respect of any Interest accruing on the Deposit.

6.

**WITHDRAWALS**

- 6.1. The Landlord shall be entitled to withdraw from the Deposit amounts equal to the quarterly payments of the Principal Rent the first withdrawal (being the proportion of Principal Rent due for the period from and including the date hereof to and including the day before the next following payment date) to be made on the date of this deed and such subsequent withdrawals to be made on the dates on which the Principal Rent is payable under the terms of the Lease (except where any such date is not a Working Day in which case the Landlord may withdraw an amount equal to the rent payable under clause 3 of the Lease on the last Working Day prior to the date on which the rent is due) and not to exceed the amount of the Principal Rent properly due and payable on such date.

- 6.2. Within ten (10) Working Days of any withdrawal by the Landlord from the Deposit on account of the rent payable under clause 3 of the Lease the Landlord shall provide the Tenant with a value added tax invoice for such payment.
- 6.3. The Landlord acknowledges that its entitlement to withdraw from the Deposit pursuant to clause above is satisfaction of the Tenant's obligation to pay the Principal Rent under the terms of the Lease.

**7. REPAYMENT OF THE DEPOSIT**

- 7.1. Subject to the rights of the Landlord under this deed, the Landlord shall repay the amount standing to the credit of the Account to the Tenant as soon as reasonably practicable and in any event within two (2) weeks after the date of the expiry or sooner determination of the Term.
- 7.2. If the Lease is disclaimed or forfeited, the Landlord shall be entitled to apply the Deposit (or the balance of it at the date of forfeiture or disclaimer) in payment of the Rents and other sums that would have been payable by the Tenant under the Lease had it not been forfeited or disclaimed, for the period ending on the earlier of:
  - 7.2.1. six (6) months from the date of disclaimer or forfeiture; and
  - 7.2.2. the date on which the Property is wholly relet, provided that for the purpose of this clause the Property shall not be deemed to have been relet until the expiry of any rent-free period granted by the Landlord to the incoming tenant.

**8. THE RIGHT OF RE-ENTRY IN THE LEASE**

The right of re-entry in the Lease shall be exercisable if any covenant or condition contained in this deed falling to be complied with by the Tenant is breached, as well as if any of the events stated in the provision for re-entry in the Lease occur.

**9. INDEMNITY**

The Tenant shall make good to the Landlord on demand, and indemnify the Landlord against, all losses, damages, costs, expenses and claims arising from any breach of the terms of this deed.

**10. NOTICES**

Any notice given pursuant to this deed must be in writing and must be delivered by hand, or sent by pre-paid first-class post, or registered post or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first- class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

**11. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under or in connection with it.

**12. GOVERNING LAW AND JURISDICTION**

12.1. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

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

**EXECUTED AS A DEED** by **O&T  
PROPERTIES LIMITED** acting by two  
directors or by a director and secretary

/s/ Andrew Johnson, Director  
/s/ James Deane, Secretary



**EXECUTED AS A DEED** by **THE FEMALE  
HEALTH COMPANY (UK) PLC** acting by  
two directors or by a director and secretary

/s/ Michael Pope, Director  
/s/ Nick Puttick, Director/Secretary