

Underlease

Relating to the Upper Floor at Origin 4 at Genesis Park (Phase IV),
Europarc, Grimsby

- (1) Cosalt Public Limited Company
- (2) Cosalt International Limited

Dated *26 August* 2011

Osborne Clarke

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**Prescribed clauses under Schedule 1A of the
Land Registration Rules 2003**

LR1. Date of lease	26 August 2011
LR2. Title number(s)	<p>LR2.1 Landlord's title number</p> <p>HS353542</p> <p>LR2.2 Other title numbers</p>
LR3. Parties to this lease	<p>Landlord: Cosalt plc (Company Number 00019628) whose registered office is at Origin 4, Origin Way, Europarc, Grimsby, North East Lincolnshire, DN37 9TZ</p> <p>Tenant: Cosalt International Limited (Company Number 00553893) whose registered office is at Origin 4, Origin Way, Europarc, Grimsby, North East Lincolnshire, DN37 9TZ</p>
LR4. Property	<p>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.</p> <p>The Premises as defined in clause 1.1</p>
LR5. Prescribed statements etc.	<p><i>LR5.1 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></p> <p>Not applicable</p> <p><i>LR5.2</i></p> <p>Not applicable</p>
LR6. Term for which the Property is leased	The term as specified in the definition of Contractual Term in the Underlease Particulars
LR7. Premium	None
LR8. Prohibitions or	This Lease contains a provision that prohibits or restricts

restrictions on disposing of this lease	dispositions.
LR9. Rights of acquisition etc	<p><i>LR9.1 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</i></p> <p>None</p> <p><i>LR9.2 Tenant's covenant to (or offer to) surrender this lease</i></p> <p>None</p> <p><i>LR9.3 Landlord's contractual rights to acquire this lease</i></p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p><i>LR11.1 Easements granted by this lease for the benefit of the Property</i></p> <p>Contained in schedule 1 of the Lease</p> <p><i>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</i></p> <p>Contained in schedule 2 of the Lease</p>
LR12. Estate rent charge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

Underlease Particulars

Date: 26 August 2011

Landlord: Cosalt Public Limited Company

Company Number: 00019628

Registered Office: Origin 4, Genesis Park, Europarc, Grimsby, North East Lincolnshire, DN37 9TZ

Tenant: Cosalt International Limited

Company Number: 00553893

Registered Office: Origin 4, Genesis Park, Europarc, Grimsby, North East Lincolnshire, DN37 9TZ

Building The building known as Origin 4 Genesis Park, Europarc, Grimsby as demised to the Landlord under the Headlease

Premises: The Upper Floor of the Building (as shown edged in red on Plan 1 and more particularly described in the definition of "Premises" in clause 1.1 of this Underlease)

Contractual Term: The term of 10 years starting on the Term Start Date and expiring 25 August 2021

Term Start Date: 26 August 2011

Initial Rent: £62,500 per year (exclusive of VAT)

Rent Start Date: 26 August 2011

Review Dates: 21 April 2014 and 21 April 2019

Permitted Use: Any purpose within Use Class B1(a) of the 1987 Order (as is in force on 1 January 2000) and such other use within Class B1 that the Landlord shall



previously approve in writing (such approval not to be unreasonably withheld or delayed).

Contracted out:

This Underlease is excluded from the security of tenure provisions of Part II of the 1954 Act.

Break Dates:

21 April 2014 and 21 April 2019

This Underlease is made on the date stated and between the parties specified in the Underlease Particulars.

It is agreed as follows:

1. **Definitions and interpretation**

1.1 In this Underlease, unless the context otherwise requires, the following definitions shall apply:

"**1954 Act**" means the Landlord and Tenant Act 1954 (as amended).

"**1987 Order**" means the Town and Country Planning (Use Classes) Order 1987 (in force on 1st January 2000).

"**1995 Act**" means the Landlord and Tenant (Covenants) Act 1995.

"**2003 Order**" means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

"**Annual Expenditure**" means the aggregate expenditure actually or notionally incurred by the Landlord during a Service Year in providing or in respect of all or any of the Building Services or any of the heads of expenditure set out in Part 2 of Schedule 6.

"**Business Day**" means a day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London.

"**Building Service Charge**" means a Due Proportion of the Annual Expenditure.

"**Building Service Charge Start Date**" means the date of this Lease.

"**Building Services**" means the services set out in part 3 of schedule 6.

"**Building Service Year**" means a calendar year expiring on 31 December or such other annual period as the Landlord may in its sole discretion decide.

"**Common Parts**" means all parts of the Building as shown edged green on Plan 1 which are not exclusively demised to any tenant and which are designated by the Landlord as available for use in common by the tenants and occupiers of the Building, the Landlord and those properly authorised or permitted by them to do so.

"**Due Proportion**" means such fair and reasonable proportion as is conclusively certified by the Landlord's surveyor as representing the due proportion of the relevant expenditure reasonably attributable to the Premises.

"Energy Performance Certificate" means a certificate required to be produced by virtue of Regulation 11 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

"Excluded Provisions" means clauses 1.1.1, 1.1.8, 1.1.9, 1.1.22, 1.2.4 and 5 of the Headlease and the matters set out in paragraphs 1 and 3 of the Second Schedule and paragraph 2 of the Third Schedule, the Fifth Schedule, paragraphs 1, 2 and 3 of the Sixth Schedule, the Eighth Schedule and the Ninth Schedule of the Headlease.

"Group Company" means a member of the same group (within the meaning of section 42(1) of the 1954 Act).

"Headlease" means the lease under which the Landlord holds the Premises (together with other premises) dated 21 April 2009 made between Wykeland Properties Limited (1) and the Landlord (2) a copy of which is annexed to this Underlease.

"Included Rights" means the rights granted by, and set out in part I of the first schedule of the Headlease other than paragraph 7 in that schedule.

"Insurance Rent" means the sums payable by the Landlord under paragraph 2 of the sixth schedule of the Headlease.

"Interest Rate" means four per centum per annum above the base lending rate from time to time of HSBC Bank plc (or such other clearing bank in the United Kingdom as the Landlord may from time to time nominate) or (if base lending rates are abolished or cease to be published) such other comparable rate of interest as the Landlord (acting reasonably) shall specify.

"Landlord" means the party so named in the Underlease Particulars and any person from time to time entitled to the right to possession of the Premises when the Underlease ends.

"Legal Obligations" means (under any jurisdiction whatever) all requirements of any law, treaty, statute, subordinate legislation or bye-law of any authority at any time during the Term insofar as they relate to the Premises or their use or occupation or the business carried on by the Tenant at the Premises.

"Loss of Rent Period" means such period (being not less than three years and not more than five years) as may be reasonably required by the Superior Landlord from time to time having regard to the likely period required for rebuilding or reinstatement (in the event of both partial and total destruction) of the Premises.

"Payment Days" means 25 March, 24 June, 29 September and 25 December in each year

and "**Payment Day**" means any one of the Payment Days.

"**Plan 1**" means the plan marked "Plan 1" annexed to this Underlease.

"**Plan 2**" means the plan marked "Plan 2" annexed to this Underlease.

"**Provisional Building Service Charge**" means the amount which in the opinion of the Landlord's surveyor or its managing agents represents a fair estimate of the Building Service Charge for the Building Service Year in question.

"**Premises**" means the premises set out in the Underlease Particulars and the whole or any part of them as altered or added to from time to time including:

- (a) the conduits within and exclusively serving them;
- (b) all fixtures and fittings (except tenant's or trade fixtures and fittings);
- (c) the internal finishes of any external and loadbearing walls or structures of the Building but not any other parts of such external or loadbearing walls or structures;
- (d) the whole of any internal walls which are not loadbearing;
- (e) the inner half of any internal walls which are not loadbearing and which divide the Premises from any other part of the Building;
- (f) the floor and ceiling finishes up to but excluding any floor slab or joists to which those finishes are affixed;
- (g) the whole of the doors, windows and window frames of the Premises;

but excluding the structural parts, loadbearing framework, roof, foundations, joists and external walls of the Building and any conduits, plant and machinery within (but not exclusively serving) the Premises.

"**Regulations**" means the regulations set out in Schedule 5 of this Underlease as varied by the Landlord (acting reasonably) and notified to the Tenant in writing from time to time.

"**Reserved Rights**" means the rights excepted and reserved by and set out in part II of the first schedule of the Headlease.

"**Retained Parts**" means all structural parts of the Building and the Common Parts but excludes the Premises.

"**Review Period**" means the period beginning on and including any Review Date or (as the

case may be) on the Term Start Date and ending on and including the day before the next Review Date.

"Security System Conducting Media" means any conducting media required for the transmission of electricity telephonic signals video audio fax electronic mail data and/or information communications in connection with the operation of any Security System and may include (but without prejudice to the generality of the foregoing) ducts channels wires cables optical fibres data or impulse transmission or communication or reception systems.

"Security System" means any CCTV or other security observation system now or hereafter during the Term installed by and/or provided by and/or at the cost of the Superior Landlord and/or any management company and/or any other person (other than the Landlord).

"Service Charge" means the service charge payable from time to time by the Landlord under the Headlease.

"Service Media" means and includes all sewers drains pipes gullies gutters ducts mains channels wires cables optical fibres data or impulse transmission communication or reception systems or conduits flues and other conducting media of whatsoever nature but excluding the Security System Conducting Media.

"Superior Landlord" means the person for the time being entitled to the reversion immediately or mediately expectant upon the expiry or sooner determination of the term of the Headlease.

"Tenant" means the party so named in the Underlease Particulars and any person in whom this Underlease is vested from time to time.

"Tenant Covenant" means as defined in section 28(1) of the 1995 Act.

"Term" means the Contractual Term.

"Underlease" means this Underlease (including the schedules) as supplemented or varied in writing from time to time whether by deed, licence or otherwise.

"VAT" means value added tax as provided under the VATA.

"VATA" means Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax or to VAT shall be construed accordingly.

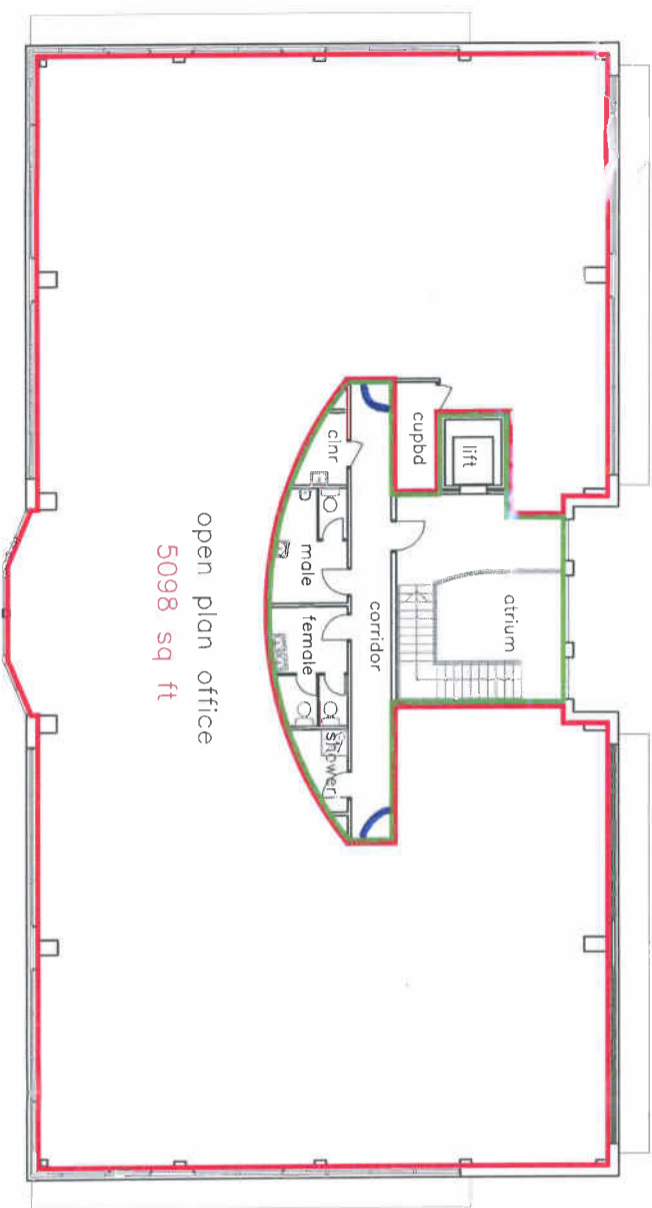
"Yearly Rent" means until the Review Date the Initial Rent and thereafter any sum substituted for it under the provisions of Schedule 3 to this Underlease.

1.2 In this Underlease, unless the context otherwise requires:

- (a) where at any time a party to this Underlease comprises more than one person all obligations and liabilities of or with that party are joint and several and references to that party include references to each such person;
- (b) words denoting persons include any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- (c) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (d) references to clauses and schedules are to clauses and schedules of this Underlease and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (e) the Underlease Particulars form part of this Underlease but the table of contents and the headings are for convenience only and will not affect the construction or interpretation of this Underlease;
- (f) unless the context shall otherwise so require words and expressions defined in the Headlease shall bear the same meaning where such words and expressions appear in this Underlease;
- (g) any obligation by the Tenant not to do or omit to do something includes an obligation not to permit or to suffer that thing to be done or omitted;
- (h) where under the terms of this Underlease the consent of the Landlord is required for any act or matter the consent of the Superior Landlord under the terms of the Headlease is also to be required wherever requisite provided that nothing in this Underlease is to be construed as imposing on the Superior Landlord any obligation not to refuse his consent unreasonably;
- (i) reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord is to be construed as including where appropriate reference to the exercise of the right by the Superior Landlord and all persons authorised by him in common with all other persons having a like right;
- (j) except for any references to the 1987 Order, any statute or statutory provision which



Ground Floor Plan



First Floor Plan



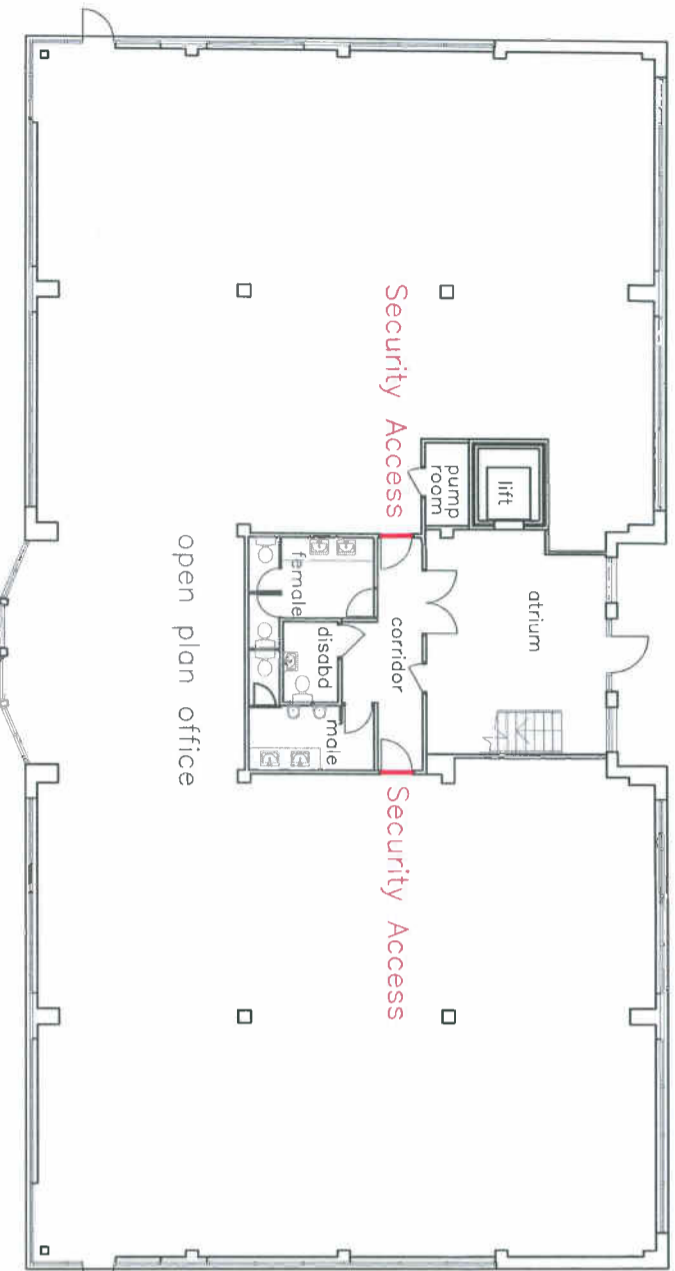
Location Plan Scale 1/1250

Scale Bar.



<p>OS Buildings <input type="checkbox"/> Surveyed Buildings <input type="checkbox"/></p> <p>Legend</p> <p>█ Lease Demise</p> <p>█ Common Areas</p>	
<p>Rev. Date Description Drawn Q. Ref.</p>	<p>31 Albans 91 High Street Newcastle NE4 7TL 1: (01582) 842748 1: (01582) 848358</p> <p>Newcastle 24 Amington Road Newcastle Business Park NE4 7TL 1: (01912) 728281 1: (01912) 728257 www.greenhatch.pl</p>
<p>greenhatch group</p> <p>Topographical Surveys Site Engineering Measured Building Surveys 3D Laser Scanning</p> <p>Rowan House Duffield Road Little Edon Derby</p> <p>DE21 5DR (01332) 830055 Tel: (01332) 830055 admin@greenhatch-group.co.uk</p>	
<p>PROJECT Origin 4 Genesis Park Grimsby</p>	
<p>TITLE Plan 1 Lease Plan Drawing</p>	
<p>SCALE A3@ 1:200/1250</p>	<p>DATE February 2010</p>
<p>DRAWN RP</p>	<p>QUALITY REF B0331</p>
<p>Level datum n/a Grid orientation Ordnance Survey</p>	
<p>Job number 15035</p>	<p>Raw.</p>
<p>Drawing No. 15484C_01_LPD</p>	
<p>Comments This plan should only be used for its original purpose. Greenhatch Ltd accepts no responsibility for this plan if supplied to any party other than the original client.</p> <p>Notes:</p>	

Handwritten signatures and initials.



Ground Floor Plan
Scale 1/200

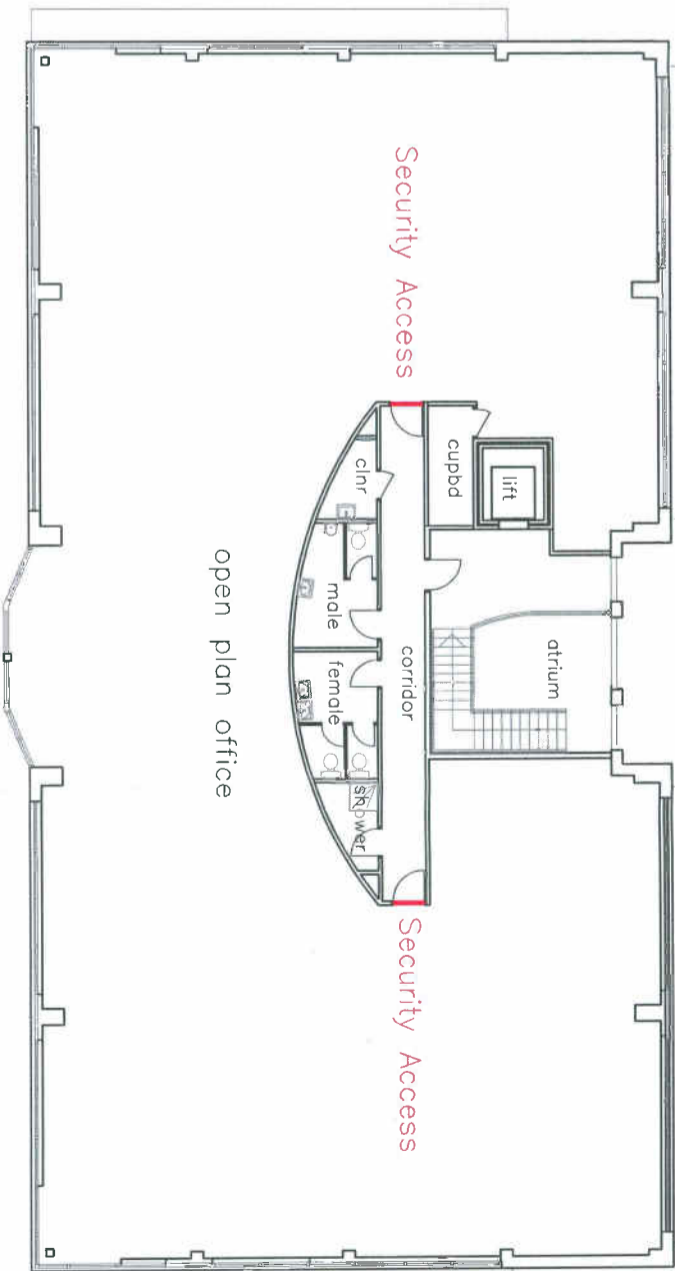
0m.

10m.

20m.

30m.

Scale Bar.



First Floor Plan

Parking Layout
Scale 1/500

- Parking spaces for Plc
- 18 Spaces
- 2 Motorcycle
- 2 Disabled

- Parking spaces for Marine
- 18 Spaces
- 2 Motorcycle
- 1 use of disabled / visitor but remains communal

Scale Bar.

0m. 10m. 20m.



greenhatch group
Topographical Surveys
Measured Building Surveys
3D Laser Scanning
Site Engineering

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dmin@greenhatchgroup.co.uk

PROJECT
**Origin 4
Genesis Park
Grimsby**

CLIENT
**Cosalt
Plc**

TITLE
**Security Access
And Parking Layout**

SCALE
A3@ 1:500

DATE
February 2010

QUALITY REF
B0331

LEVEL DATUM
n/a

GRID ORIENTATION
Ordinance Survey

JOB NUMBER
15035

DRAWING NO.
15484C_02_LPD

REV.
PLAN 2

COMMENTS
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NOTES

Topographic Surveys Group, 01332 830044

modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;

- (k) the word "**assignment**" includes equitable assignment and the words "**assign**" and "assignee" shall be construed accordingly;
- (l) references to any statute or legislation include any legislation of the European Union directly applicable in the United Kingdom; and
- (m) it is a condition of any rights of entry provided for in this Underlease that the person exercising such rights will:
 - (i) give reasonable prior notice to the person affected (except in the case of an emergency);
 - (ii) cause as little damage to the Premises or the property to which entry is gained (as the case may be) as is reasonably practicable in the exercise of such rights; and
 - (iii) make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the person affected.

2. **Demise**

The Landlord demises the Premises to the Tenant for the Term:

- 2.1 together with (so far as the Landlord can grant the same) the Included Rights and the rights set out in Schedule 1;
- 2.2 except and reserved to the Landlord and the Superior Landlord the Reserved Rights and the matters set out in Schedule 2; and
- 2.3 subject to all rights, restrictions, covenants and liabilities affecting the Premises from time to time including for the avoidance of doubt the exceptions reservations restrictions rights and other matters contained in the Headlease.

3. **Rent**

- 3.1 The Tenant will pay the following rents to the Landlord without deduction or set off (except where lawfully provided by statute):
 - (a) the Yearly Rent by equal quarterly payments in advance on the Payment Days, the first payment for the period beginning on the Rent Start Date and ending on the day before the Payment Day following the date of this Underlease to be paid on the date of this Underlease;

- (b) the Building Service Charge in accordance with the provisions of Schedule 6;
- (c) VAT payable by the Tenant from time to time in accordance with clause 5.11; and
- (d) Interest on any rents or other sums which have become due but which remain unpaid which is payable on demand at the Interest Rate from the date when the same became due until payment therefore (as week after as before any judgment) calculated on a daily basis and compounded with rests on the Quarter Days.

3.2 If required by the Landlord the Yearly Rent shall be paid by standing order or credit transfer to the Landlord's nominated bank account.

4. **Same terms as Headlease**

Subject to clause 7.2 and except as to the term of years granted the rent reserved the Excluded Provisions or where the specific terms of this Underlease state otherwise this Underlease is made upon the same terms and subject to the same covenants provisos (including without limitation the proviso for re-entry) and conditions as are contained in the Headlease as if the same were set out in this Underlease in full with such modifications only as are necessary to make the same applicable to the present demise.

5. **Tenant Covenants**

The Tenant covenants with the Landlord:

5.1 ***Service Charges and Insurance Rent***

To pay as rent to the Landlord on demand a Due Proportion of the Service Charge and the Insurance Rent payable from time to time by the Landlord under the Headlease.

5.2 ***Tenants Covenants in the Headlease***

To observe and perform the covenants and conditions on the part of the tenant contained in the Headlease (other than the Excluded Provisions and except insofar as the Landlord expressly covenants in this Underlease to observe and perform them) as if the same were repeated in full in this Underlease with such modifications only as are necessary to make the same applicable to the present demise and in the case of any inconsistency between the terms of this Underlease and the terms of the Headlease, the terms of this Underlease shall prevail.

5.3 ***Alienation***

Not to charge underlet or part or share possession or occupation of the whole or any part only of the Premises nor grant any third party rights over them save for an assignment of the whole

in accordance with the terms of the Headlease.

5.4 **Repair**

- (a) To keep the Premises in good and substantial repair and condition and when necessary to replace and renew any Landlord's fixtures and fittings with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord (damage by Insured Risks excepted save to the extent that any insurance money is irrecoverable as a result of any act or default of the Tenant or any occupier of the Premises).
- (b) Regularly to maintain, service and clean all gas, electrical, hydraulic and other mechanical installations and equipment forming part of or in the Premises in accordance with any relevant manufacturer's or installer's maintenance manual and when necessary to have such installation and equipment repaired or replaced by qualified persons who are and at intervals which are approved by the manufacturers and/or insurers of such installation and equipment.
- (c) To clean the Premises regularly (and at least once a month in the case of windows) and keep them in a clean and tidy condition at all times.
- (d) To replace the carpets and other floor coverings at the Premises when necessary with others of equivalent quality to those at the Premises at the date of this Underlease and to replace them in the last 6 months immediately prior to the end of the Term in colours approved by the Landlord.

5.5 **EPC**

- (a) Not without the Superior Landlord's and the Landlord's prior written consent (which will not be unreasonably withheld or delayed) to commission any Energy Performance Certificate in relation to or for the benefit of the Premises or any premises of which they form part or otherwise to take any action which may invalidate any Energy Performance Certificate which may be in existence from time to time for the benefit of the Premises or the Building and, in relation to or for the benefit of the Premises, to provide full details to the Landlord (including but not limited to the unique reference number attributable to it).
- (b) Upon request from the Landlord to provide to the Landlord such information as the Landlord may reasonably request to enable an Energy Performance Certificate to be produced in relation to the Premises or any premises of which the Premises form part.

5.6 **Costs**

To pay to the Landlord on a full indemnity basis all costs fees charges disbursements and expenses properly incurred by the Landlord and/or the Superior Landlord (both during and after the end of the term) in relation or incidental to:

- (a) every application made by the Tenant for consent or licence required by the provisions of this Underlease whether or not it is granted refused or offered subject to any lawful qualification or condition or the application is withdrawn (unless the consent is unlawfully refused or is granted but subject to unlawful conditions) and in the case of this clause (a) any such costs will be reasonable and proper in amount and will be reasonably and properly incurred;
- (b) the recovery or attempted recovery of arrears of Yearly Rent or other sums due under this Underlease; and
- (c) any steps taken in connection with the preparation and service of a schedule of dilapidations during or within three months after the end of the Term; and
- (d) any breach by the Tenant of the Tenant's covenants on its part contained in this Underlease.

5.7 **Access by Landlord**

To permit the Landlord upon reasonable notice (except in emergency) to enter the Premises for the purpose and to the extent that is reasonably necessary to enable it to comply with the covenants on the part of the tenant and the conditions contained in the Headlease.

5.8 **Access by Superior Landlord**

- (a) Not to do anything which would constitute a breach of the tenant's covenants and conditions in the Headlease provided that to the extent that there are any inconsistencies between the obligations in the Headlease and this Underlease, the obligations in this Underlease shall prevail.
- (b) To permit the Superior Landlord and all persons authorised by the Superior Landlord to enter the Premises for the purposes specified and upon the terms contained in the Headlease as if the provisions contained in the Headlease dealing with the Landlord's access to the Premises were incorporated into this Underlease.
- (c) To pay and indemnify the Landlord against all costs and expenses properly incurred by the Landlord in enforcing covenants on the part of the Superior Landlord in

