



CoffinMew

DATED 26<sup>th</sup> August 2011

- (1) **Beaulieu Properties LLP**
- (2) **Cosalt Public Limited Company**
- (3) **Cosalt International Limited**
- (4) **Survitec Group Limited**

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**LICENCE TO ASSIGN (WITH AUTHORISED GUARANTEE)**

in respect of a lease of property known as  
Land and Buildings at Mayfield Buildings, Harbour Road, Gosport

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Ref: ALR-72547-8

Coffin Mew LLP  
Kings Park House, 22 Kings Park Road, Southampton, Hampshire SO15 2UF

**Date of Draft: 1 June 2011**

**THIS LICENCE** is made on

26<sup>th</sup> August

2011

**BETWEEN:**

- (1) **BEAULIEU PROPERTIES LLP** (Company registration number OC308864) whose registered office is at The Manor, Appledram Lane South, Fishbourne, Chichester, West Sussex PO20 7PE (the "**Landlord**");
- (2) **COSALT PUBLIC LIMITED COMPANY** (Company registration number 00019628) whose registered office is at Origin 4 Origin Way, Europarc, Grimsby, South Humberside DN37 9TZ (the "**Tenant**");
- (3) **COSALT INTERNATIONAL LIMITED** (Company registration number 00553893) whose registered office is at Origin 4 Origin Way, Europarc, Grimsby, South Humberside DN37 9TZ (the "**Assignee**");
- (4) **SURVITEC GROUP LIMITED** (Company registration number 00905173) whose registered office is at 1-5 Beaufort Road, Merseyside CH41 1HQ (the "**Assignee's Guarantor**");

**BACKGROUND:**

- (A) This Licence is supplemental to the Lease.
- (B) The reversion expectant on the Term is vested in the Landlord.
- (C) The unexpired residue of the Term is vested in the Tenant subject to the payment of the rents reserved by and the performance and observance of the covenants on the part of the tenant and the conditions contained in the Lease.
- (D) The Tenant wishes to assign all the Tenant's estate and interest in the Property to the Assignee and the Landlord has agreed to grant licence for such assignment on the terms contained in this Licence.
- (E) As a condition of the Landlord agreeing to grant licence for the assignment, the Tenant agrees to enter into an authorised guarantee agreement in the terms contained in this Licence.

**OPERATIVE PART:**

1. **DEFINITIONS**

In this Licence, unless the context otherwise requires, the following terms and expressions have the following meanings:

<b>1995 Act</b>	the Landlord and Tenant (Covenants) Act 1995;
<b>2002 Act</b>	the Land Registration Act 2002;
<b>Assignee</b>	the person described in this Licence as the Assignee and (where there is an assignment of the Lease to which section 11 of the 1995 Act applies) its successors-in-

	title;
<b>Assignment</b>	the deed of transfer or deed of assignment of the Tenant's estate and interest in the Lease to the Assignee;
<b>Lease</b>	the lease short particulars of which are set out in Part 1 of the Schedule;
<b>Order</b>	the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
<b>Property</b>	the property (short particulars of which are set out in Part 2 of the Schedule) demised by the Lease;
<b>Tenant Covenants</b>	the covenants, agreements and conditions contained in the Lease to be observed and performed by the tenant;
<b>Term</b>	the term granted by the Lease.

## 2. **INTERPRETATION**

### 2.1 In this Licence:

- 2.1.1 covenants and obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 2.1.2 covenants and obligations made or assumed by any party are binding on and enforceable against his or her personal representatives;
- 2.1.3 the expression the Lease includes any agreement pursuant to which the same was granted, any licence or consent granted pursuant to the Lease, any deed of variation of the Lease and any deed or instrument made supplemental to the Lease whether or not expressed to be so;
- 2.1.4 references to the Landlord include the person or persons from time to time entitled to the reversion immediately expectant upon the determination of the Term;
- 2.1.5 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 2.1.6 words importing the singular number include the plural and vice versa;
- 2.1.7 clause, paragraph and schedule headings are not to affect interpretation;
- 2.1.8 any obligation on any party not to do, or omit to do anything includes an obligation not knowingly to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party's behalf, or under that party's control;

- 2.1.9 references to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.2 If any provision of this Licence is held to be invalid or unenforceable then such provision is (so far as invalid or unenforceable) to be given no effect and is deemed not to be included in this Licence but without invalidating any of the remaining provisions of this Licence.
3. **LICENCE TO ASSIGN**
- In consideration of the covenants contained in this Licence on the part of the Assignee the Tenant and the Assignee's Guarantor, the Landlord grants to the Tenant licence to assign all the Tenant's estate and interest in the Lease to the Assignee upon the terms and conditions set out in this Licence.
4. **ASSIGNEE'S COVENANTS**
- 4.1 The Assignee covenants with the Landlord that:
- 4.1.1 as from the date of the Assignment and throughout the Term, or until such time as the Assignee is released pursuant to the 1995 Act, the Assignee will pay the rents reserved by the Lease and observe and perform the Tenant Covenants;
- 4.1.2 promptly after completion of the Assignment, to give to the Landlord written notice of the date upon which the Assignment was completed together with a certified copy of it, and to pay such registration fee as is payable pursuant to the terms of the Lease;
5. **VALIDITY**
- 5.1 If the assignment permitted by this Licence is not completed and registered with the Landlord before the next day prescribed by the Lease for payment of the rent reserved by the Lease (or such later date as the Landlord may in writing agree) clause 3 will be of no effect.
- 5.2 Unless otherwise permitted under the terms of Lease (as varied from time to time) the grant of this Licence does not authorise any further or other assignment, underletting, parting with or sharing of the possession of the Property, or prejudice or affect any of the covenants, conditions or provisions in the Lease or the Landlord's remedies now or at any future time against any person in respect thereof.
6. **COSTS**
- The Tenant agrees to pay forthwith all reasonable and proper legal costs and other costs professional fees and disbursements (and any Value Added Tax on them) properly incurred by the Landlord in connection with or incidental to this Licence (subject to a maximum of £2,050 plus VAT).

## **7. AUTHORISED GUARANTEE**

The guarantee given by this clause is given pursuant to a provision in the Lease requiring it to be given and is an authorised guarantee agreement for the purposes of section 16 of the 1995 Act.

### **7.1 Agreement to guarantee**

The Tenant agrees with and guarantees to the Landlord, and (without the need for any express assignment) the Landlord's successors in title, throughout the Term and until such time as the Assignee is released pursuant to the 1995 Act to observe and perform all the requirements of this guarantee.

### **7.2 Guarantee and indemnity**

The Tenant covenants by way of primary obligation that the rents and other payments to be made by the Assignee will be paid in the manner and at the times specified and that all the Tenant Covenants will be duly performed and observed, and further that if the Assignee defaults the Tenant will by way of indemnity fully compensate the Landlord for all losses and expenses of any kind incurred as a result.

### **7.3 Events disregarded**

None of the following will release, exonerate, or in any way lessen the liability of the Tenant:

- 7.3.1 the giving of extra time to the Assignee to comply with an obligation, or any forbearance on the part of the Landlord to enforce the Tenant Covenants;
- 7.3.2 the invalidity or unenforceability of any obligations of the Assignee, or the disclaimer of the Lease;
- 7.3.3 any refusal by the Landlord to accept any money tendered as rent by or on behalf of the Assignee at a time when the Landlord is entitled (or would be entitled after the service of a notice under section 146 of the Law of Property Act 1925) to re-enter the Property;
- 7.3.4 the taking of or refraining from any action by the Landlord in connection with any security given or to be given by the Assignee;
- 7.3.5 any variation of the terms of the Lease agreed between the Landlord and the Assignee, provided that such variation is not unfairly prejudicial to the Tenant, or that if it is so prejudicial to the Tenant then provided that the Tenant is a party to such variation
- 7.3.6 the event that the Assignee (being a corporate body) is wound up or ceases to exist or (being an individual) dies or becomes incapable of managing his affairs;

- 7.3.7 where the Tenant is more than one person, any release of one or more such persons which is not expressed to relate to all such persons, and where there is more than one guarantee of the liability of the Assignee under the Lease then a release of any person under such other guarantee;
- 7.3.8 in relation to the remainder of the Property the surrender of part of the Property; and
- 7.3.9 any other act or omission of the Landlord or any other circumstances which, but for this clause, would discharge the Tenant other than a release executed and delivered as a deed by the Landlord or a release effected by virtue of the 1995 Act.

#### 7.4 **Acceptance of new lease**

If the Landlord so requires by notice served on the Tenant within three months after either the disclaimer or forfeiture of the Lease then the Tenant will accept from the Landlord a new lease of the Property:

- 7.4.1 for a term equal to the residue of the contractual term of the Lease unexpired at the date of such disclaimer or forfeiture;
- 7.4.2 at an initial annual rent equivalent to the annual rent payable (or which would be payable but for a rent cesser or abatement) at the date of such disclaimer or forfeiture and payable from such date, but on the basis that any rent review then outstanding under the Lease is completed as between the Landlord and the Tenant; and
- 7.4.3 containing the same covenants, conditions, provisions and other terms (including the proviso for re-entry) as are contained in the Lease at the date of such disclaimer or forfeiture so far as they are still applicable;

and the Tenant will, on execution of the new lease, pay all rents for the period from the date of the disclaimer or forfeiture to the quarter day following the date of the new lease and the proper costs of and incidental to the new lease and will execute and deliver to the Landlord a counterpart of it.

#### 7.5 **Obligations on re-letting**

If the Landlord decides not to require the Tenant to accept a new lease pursuant to clause 7.4 but decides instead to re-let the Property then (in addition to its other liabilities) the Tenant covenants to pay to the Landlord on demand the reasonable costs incurred by the Landlord in relation to any re-letting or attempted re-letting.

#### 7.6 **Tenant's rights**

The Tenant covenants that it will not without the Landlord's written consent (such consent not to be unreasonably withheld) exercise its rights:

- 7.6.1 of subrogation or indemnity;

7.6.2 to take the benefit of, share in, or enforce any security or other guarantee or indemnity for the Tenant Covenants; or

7.6.3 to prove in the bankruptcy or liquidation of the Assignee.

#### 7.7 Security from Assignee

7.7.1 The Tenant covenants that it has not taken any security from the Assignee and agrees not to do so.

7.7.2 Any security taken by the Tenant in breach of clause 7.7.1 and all money at any time received in respect of it is to be held in trust for the Landlord as security for the liability of the Tenant under this guarantee.

#### 7.8 Payments by Former Tenant

7.8.1 Subject to clause 7.8.2 the Tenant covenants that it will make all payments under this guarantee without deduction, set-off, or counterclaim.

7.8.2 If the Tenant is required by law to make any deduction or withholding from any payment due to the Landlord under the Lease (save for deduction of tax which the Landlord can reclaim from H.M. Revenue & Customs or which the Landlord would have been obliged to pay) then the Tenant will increase the sum due from the Tenant in respect of such payment to the extent necessary to ensure that after that deduction or withholding the Landlord receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

#### 7.9 Exclusion of Landlord and Tenant Act 1954

7.9.1 The Tenant confirms that before it became contractually bound to enter into a tenancy pursuant to clause 7.4 above:

(a) The Landlord served on the Tenant a notice dated [ 3<sup>rd</sup> August ] 20~~0~~[11] in relation to that tenancy ("**the Notice**") in a form complying with the requirements of Schedule 1 to the Order.

(b) The Tenant or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("**the Declaration**") dated [ 16<sup>th</sup> August ] 20~~0~~[11] in a form complying with the requirements of Schedule 2 of the Order.

7.9.2 The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

7.9.3 The Landlord and the Tenant agree to exclude the provisions of section 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to that tenancy.

## **8. GUARANTEE OF THE ASSIGNEE BY THE ASSIGNEE'S GUARANTOR**

### **8.1 Agreement to guarantee**

The Assignee's Guarantor agrees with and guarantees to the Landlord, and (without the need for any express assignment) the Landlord's successors in title, throughout the Term to observe and perform all the requirements of this guarantee.

### **8.2 Guarantee and indemnity**

The Assignee's Guarantor covenants by way of primary obligation that the rents and other payments to be made by the Assignee will be paid in the manner and at the times specified and that all the Tenant Covenants and conditions in the Lease will be duly performed and observed, and further that if the Assignee defaults the Assignee's Guarantor will by way of indemnity compensate the Landlord for all proper losses and expenses incurred as a result.

### **8.3 Events disregarded**

None of the following will release, exonerate, or in any way lessen the liability of the Assignee's Guarantor:

- 8.3.1 the giving of extra time to the Assignee to comply with an obligation, or any forbearance on the part of the Landlord to enforce the Tenant Covenants;
- 8.3.2 the invalidity or unenforceability of any obligations of the Assignee, or the disclaimer of the Lease;
- 8.3.3 any refusal by the Landlord to accept any money tendered as rent by or on behalf of the Assignee at a time when the Landlord is entitled (or would be entitled after the service of a notice under section 146 of the Law of Property Act 1925) to re-enter the Property;
- 8.3.4 the taking of or refraining from any action by the Landlord in connection with any security given or to be given by the Assignee;
- 8.3.5 any variation of the terms of the Lease agreed between the Landlord and the Assignee, whether or not the Assignee's Guarantor is a party provided that it is not unfairly prejudicial to the Assignee's Guarantor, or if it is so prejudicial then provided that the Assignee's Guarantor is a party to the variation;
- 8.3.6 the event that the Assignee (being a corporate body) is wound up or ceases to exist or (being an individual) dies or becomes incapable of managing his affairs;
- 8.3.7 where the Assignee's Guarantor is more than one person, any release of one or more such persons which is not expressed to relate to all such persons, and where there is more than one guarantee of the

liability of the Assignee under the Lease then a release of any person under such other guarantee;

- 8.3.8 in relation to the remainder of the Property the surrender of part of the Property; and
- 8.3.9 any other act or omission of the Landlord or any other circumstances which, but for this clause, would discharge the Assignee's Guarantor other than a release executed and delivered as a deed by the Landlord or a release effected by virtue of the 1995 Act.

#### **8.4 Acceptance of new lease**

If the Landlord so requires by notice served on the Assignee's Guarantor within three months after either the disclaimer or forfeiture of the Lease then the Assignee's Guarantor will accept from the Landlord a new lease of the Property:

- 8.4.1 for a term equal to the residue of the contractual term of the Lease unexpired at the date of such disclaimer or forfeiture;
- 8.4.2 at an initial annual rent equivalent to the annual rent payable (or which would be payable but for a rent cesser or abatement) at the date of such disclaimer or forfeiture and payable from such date, but on the basis that any rent review then outstanding under the Lease is completed as between the Landlord and the Assignee's Guarantor; and
- 8.4.3 containing the same covenants, conditions, provisions and other terms (including the proviso for re-entry) as are contained in the Lease at the date of such disclaimer or forfeiture so far as they are still applicable;

and the Assignee's Guarantor will, on execution of the new lease, pay all rents for the period from the date of the disclaimer or forfeiture to the quarter day following the date of the new lease and the costs of and incidental to the new lease and will execute and deliver to the Landlord a counterpart of it.

#### **8.5 Obligations on re-letting**

If the Landlord decides not to require the Assignee's Guarantor to accept a new lease pursuant to clause 8.4 but decides instead to re-let the Property then (in addition to its other liabilities) the Assignee's Guarantor covenants to pay to the Landlord on demand the reasonable and proper costs incurred by the Landlord in relation to any re-letting or attempted re-letting.

#### **8.6 Guarantor's rights**

The Assignee's Guarantor covenants that it will not without the Landlord's written consent (such consent not to be unreasonably withheld) exercise its rights:

- 8.6.1 of subrogation or indemnity;

8.6.2 to take the benefit of, share in, or enforce any security or other guarantee or indemnity for the Tenant Covenants; or

8.6.3 to prove in the bankruptcy or liquidation of the Assignee.

#### 8.7 **Security from Assignee**

8.7.1 The Assignee's Guarantor covenants that it has not taken any security from the Assignee in connection with the Lease or the assignment of it and agrees not to do so.

8.7.2 Any security taken by the Assignee's Guarantor in breach of clause 8.7.1 and all money at any time received in respect of it is to be held in trust for the Landlord as security for the liability of the Assignee's Guarantor under this guarantee.

#### 8.8 **Payments by Assignee's Guarantor**

8.8.1 Subject to clause 8.8.2 the Assignee's Guarantor covenants that it will make all payments under this guarantee without deduction, set-off, or counterclaim.

8.8.2 If the Assignee's Guarantor is required by law to make any deduction or withholding from any payment due to the Landlord under the Lease (save for deduction of tax which the Landlord can reclaim from H.M. Revenue & Customs or which the Landlord would have been obliged to pay) then the Assignee's Guarantor will increase the sum due from the Assignee's Guarantor in respect of such payment to the extent necessary to ensure that after that deduction or withholding the Landlord receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

#### 8.9 **Exclusion of Landlord And Tenant Act 1954**

8.9.1 The Assignee's Guarantor confirms that before it became contractually bound to enter into a tenancy pursuant to clause [8.4] above: 8

(a) The Landlord served on the Assignee's Guarantor a notice dated [3<sup>rd</sup> August] 200[11] in relation to that tenancy ("**the Notice**") in a form complying with the requirements of Schedule 1 to the Order.

(b) The Assignee's Guarantor or a person duly authorised by the Assignee's Guarantor, in relation to the Notice made a statutory declaration ("**the Declaration**") dated [24<sup>th</sup> August] 200[11] in a form complying with the requirements of Schedule 2 of the Order.

8.9.2 The Assignee's Guarantor further confirms that, where the Declaration was made by a person other than the Assignee's Guarantor, the

declarant was duly authorised by the Assignee's Guarantor to make the Declaration on the Assignee's Guarantor's behalf.

8.9.3 The Landlord and the Assignee's Guarantor agree to exclude the provisions of section 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to that tenancy.

## 9. **LIABILITY**

9.1 The liability of the Tenant and the Assignee's Guarantor under this Licence is the joint and several liability of all parties who have executed this Licence and all other parties who from time to time guarantee the Assignee's obligations to the Landlord and any demand for payment by the Landlord on any one or more of such persons jointly and severally liable is deemed to be a demand made on all such persons.

9.2 Each person who has executed this Licence or on whose behalf this Licence has been so executed agrees to be bound by it notwithstanding that the other person intended to execute or be bound may not do so or may not be effectually bound and notwithstanding that this Licence may be determined or become invalid or unenforceable against any other person whether or not the deficiency is known to the Landlord.

## 10. **THIRD PARTY RIGHTS**

Save as expressly provided, none of the provisions of this Licence are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

Duly delivered as a deed on the date stated at the beginning of it.

### **THE SCHEDULE**

#### **Part 1 - The Lease**

<b>Date</b>	<b>Parties</b>	<b>Term</b>
6 September 2002	Braemore Investments Limited (1) and Cosalt Plc (2)	10 years from 27 March 2002

#### **Part 2 - The Property**

The land and buildings at Mayfield Buildings, Barbour Road, Gosport more particularly described in the Lease

**Executed as a Deed by** )  
**BEAULIEU PROPERTIES LLP** )  
acting by [ *Glynnne Bengel* ] member )  
and [ *Tim Locala* ] member )

*Glynnne Bengel*  
.....  
Member  
*Tim Locala*  
.....  
Member

**Executed as a Deed by** )  
**COSALT PLC** acting by a director )  
and its secretary or by two directors )

Name of Director:

Signature:

Name of Director/Secretary:

Signature:

**Executed as a Deed by COSALT** )  
**INTERNATION LTD** acting by a director )  
and its secretary or by two directors )

Name of Director:

Signature:

Name of Director/Secretary:

Signature:

**Executed as a Deed by SURVITEC** )  
**GROUP PLC** acting by a director )  
and its secretary or by two directors )

Name of Director:

Signature:

Name of Director/Secretary:

Signature: