

99/11979

AT EDINBURGH the Thirty First day of March Nineteen hundred and ninety nine the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows -

TRIPARTITE LICENCE

among

M. J. GLEESON GROUP PLC, incorporated under the Companies Acts (Reg. No: 479529) and having their Registered Office at Haredon House, London Road, North Cheam, Sutton, Surrey, SM3 9BS (hereinafter called "the Landlords" which expression shall wherever the context so requires or admits include their successors as the Landlords under the Lease aftermentioned) Of the First Part

and

CAPITAL BANK PLC, (formerly NWS Bank plc conform to Certificate of Incorporation on Change of Name dated 1st September 1997) incorporated under the Companies Acts (Reg. No: 392902) and having their Registered Office at Capital House (formerly NWS House), City Road, Chester, CH88 3AN (hereinafter called "the Tenants" which expression shall wherever the context so requires or admits include their successors as the Tenants under the Lease aftermentioned) Of the Second Part

and

HYDRO SEAFOOD GSP LIMITED, incorporated under the Companies Acts (Reg. No: 958001) and having their Registered Office at Bridge House, 69 London Road, Twickenham, Middlesex, TW1 3RH (hereinafter called "the Sub-Tenants" which expression shall wherever the context so requires or admits include their successors as the Sub-Tenants under the Sub-Lease aftermentioned) Of the Third Part

CONSIDERING THAT

(One) The Landlords are heritable proprietors of ALL and WHOLE the office premises on the second floor of the east wing of the building known as Laurel House, Polmaise Road, Stirling, and also the car parking spaces

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effeiring thereto being the subjects let by and shown outlined in blue on Plans 1 and 2 annexed and executed as relative to a Lease (hereinafter called "the Lease") between the Landlords and the Tenants dated Twenty eighth January and Nineteenth February and registered in the Books of Council and Session on Fourteenth April Nineteen hundred and Ninety two:

(Two) The Tenants have sub-let the said subjects (hereinafter called "the leased subjects") to the Sub-Tenants conform to Sub-Lease (hereinafter called "the Sub-Lease") between the Tenants and the Sub-Tenants registered or about to be registered in the Books of Council and Session:

(Three) The Sub-Tenants are desirous of carrying out certain alterations to the leased subjects: And

(Four) The Landlords and the Tenants have, at the request of the Sub-Tenants, agreed to grant such consent as is hereinafter contained upon the conditions hereinafter appearing,

THEREFORE it is hereby agreed and declared as follows:-

(First) In consideration of the obligations hereinafter contained, the Landlords HEREBY GRANT CONSENT to the Tenants and the Tenants HEREBY GRANT CONSENT to the Sub-Tenants in respect of the carrying out by the Sub-Tenants on the leased subjects of the alterations (hereinafter called "the Sub-Tenants' Works") particularly shown on Drawing Number 4152/02A prepared by McEachern MacDuff, Architects and the letter from Logic Office Interiors dated Eleventh July Nineteen hundred and Ninety seven both of which are annexed and executed as relative hereto (or on such other plan or plans or Specification as may hereafter be approved by the Landlords and the Tenants and docquetted as such, with reference to this Licence, by their respective Solicitors) BUT SUBJECT to the following conditions, which the Tenants bind and oblige themselves to the Landlords and the Sub-Tenants, bind and oblige themselves to the Landlords and the Tenants to implement and observe, namely:-

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1. The Sub-Tenants shall before commencing the Sub-Tenants' Works (a) obtain the consent of the Local Authority and all other necessary consents and licences ("the Consents") and, as soon as practicable after the Sub-Tenants' receipt of the same, give a copy thereof to the Landlords and the Tenants for their retention and (b) ensure that their Contractors have in force the normal contractual insurances including suitable public liability cover. The rights of the adjoining owners or occupiers must not be materially infringed.
2. The Sub-Tenants shall execute the Sub-Tenants' Works in a proper and workmanlike manner, with good quality materials in accordance with the Consents, all to the reasonable satisfaction of the Landlords' and the Tenants' respective Surveyors. Without prejudice to the foregoing generality, the Sub-Tenants shall take all reasonably practicable steps to ensure that the Sub-Tenants' Works are carried out in such a manner as to minimise and reduce to an acceptable level any disturbance or disruption (whether by noise, dust, obstruction or otherwise).
3. All proper precautions must be taken during the progress of the Sub-Tenants' Works and the Sub-Tenants shall adopt such action so as to ensure that the safety of the structure of the leased subjects is not endangered in any way.
4. In carrying out the Sub-Tenants' Works, the Sub-Tenants shall take and adopt such action as to ensure that the Landlords' insurances are not rendered void or voidable or the policy monies thereunder withheld in whole or in part.
5. The Sub-Tenants shall, within 7 days of a written demand therefor (with interest thereon during non-payment at the rate payable on rent arrears under the Lease), pay to the Tenants and the Tenants shall, within 7 days of a written demand therefor (with interest as aforesaid)

pay to the Landlords the amount of all (if any) increased or additional insurance premiums incurred directly as a result of the Sub-Tenants' Works.

6. The Sub-Tenants shall permit the Landlords and the Tenants and their respective Surveyors, Engineers and Architects at all reasonable times during normal business hours on at least 24 hours prior written notice to inspect the progress of the Sub-Tenants' Works and the quality of the materials and the workmanship used therein.

7. The Sub-Tenants' Works must be completed within [three months] from the last date hereof.

8.1 The Sub-Tenants shall give the Landlords and the Tenants seven days' written notice (where practicable) of commencement of the Sub-Tenants' Works and notify them upon completion of the Sub-Tenants' Works. The Sub-Tenants shall, as soon as practicable after completion of the Sub-Tenants' Works apply for the requisite Local Building Control Authority Certificate of Completion and, within 14 days after receipt of the same and, in any event, not later than six months after such completion, the Sub-Tenants shall deliver to the Landlords and the Tenants a copy thereof.

8.2 If the Sub-Tenants' Works comprise a project of construction within the meaning of the Construction (Design and Management) Regulations 1994 ("the Regulations") then prior to commencement, the Sub-Tenants shall provide the following information to the Landlords and the Tenants:-

8.2.1 the name and address of the appointed Planning Supervisor;

8.2.2 the name and address of the appointed principal Contractor;

8.2.3 a copy of the pre-tender Health & Safety Plan; and

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8.2.4 a copy of the notification to the Health & Safety Executive.

8.3 The Sub-Tenants acknowledge that they are the clients in regard to the Sub-Tenants' Works for the purposes of the Regulations and they undertake to deliver, within three months of completion, to the Landlords (and, if so requested, the Tenants) a full copy of any Health and Safety File ("the File") compiled in accordance with such Regulations.

9. The Sub-Tenants shall, within 7 days of a written demand therefor (with interest as aforesaid), free, relieve and indemnify the Landlords and the Tenants of, from and against all actions, costs, claims, losses, demands, damages and liabilities (including, without limitation, any charge to Value Added Tax or any other tax or assessment) whatsoever and howsoever arising out of or in connection with or by reason of the grant of this Licence or the carrying out of the Sub-Tenants' Works or any part thereof.

10. In so far as any risks which are likely to arise from the carrying out of the Sub-Tenants' Works are not already covered by the insurances effected in terms of the Lease or by the Contractors in terms of Condition 1 above, the Sub-Tenants shall insure or cause to be insured such risks (in so far as the same can reasonably be insured) to the reasonable satisfaction of the Landlords and the Tenants and within 7 days of a written demand therefor shall produce to the Landlords and the Tenants the Policy or Policies of such insurance, or alternatively an appropriate summary thereof in lieu of the actual Policy or Policies and the receipts for the current premiums therefor.

11. Subject to the terms of the Sub-Lease and the Lease, at the expiry or earlier termination of the Sub-Lease forthwith, when and if called upon to do so by the Landlords or the Tenants and then to the extent that may be required by the Landlords or the Tenants (as the case may

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be), the Sub-Tenants shall reinstate at their own cost the leased subjects to the state, condition and form in which they were prior to the execution of the Sub-Tenants' Works all to the reasonable satisfaction of the Landlords or the Tenants (as the case may be); Declaring that if the Sub-Tenants shall fail either wholly or partially to reinstate as aforesaid after having been called upon to do so as aforesaid, then, without prejudice to any other rights which the Landlords and/or the Tenants may possess, the Landlords and/or the Tenants shall be entitled to effect the reinstatement themselves in which case the Sub-Tenants shall forthwith, within 7 days of a written demand therefor, pay to the Landlords or the Tenants (as the case may be) the whole costs and expenses incurred by them in connection with the reinstatement as the same shall be evidenced by the Certificate of the Secretary or other Authorised Officer of the Landlords or the Tenants (as the case may be), with interest thereon as aforesaid from the date of demand until paid.

12. The Tenants undertake to the Landlords that the Sub-Tenants shall duly and timeously implement their obligations herein failing which the Tenants shall implement such obligations themselves.

(Second) The Landlords and the Tenants hereby agree that the Landlords' right of irritancy contained in the Lease shall also be exercisable by the Landlords in the event of any breach, non-observance or non-performance by the Tenants of any of their obligations herein contained as if such obligations had been contained in the Lease subject to any required Notice also being served on the Sub-Tenants and the Lease shall be modified to that extent.

The Tenants and the Sub-Tenants hereby agree that the Sub-Lease shall be modified in like manner.

(Third) The Sub-Tenants shall within 7 days of demand (with interest thereon as aforesaid), pay the Landlords and keep the Tenants indemnified (in respect thereof) all Solicitor's and Managing Agent's fees (including VAT thereon)

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reasonably and necessarily incurred and the cost of stamping and registration of these presents in the Books of Council and Session (including the cost of three Extracts, one for each of the Landlords, the Tenants and the Sub-Tenants) of this Licence and the approval, superintendence and inspection of the Sub-Tenants' Works.

(Fourth) The Landlords, the Tenants and the Sub-Tenants consent to registration hereof for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding six pages together with Drawing Number 4152/02A prepared by McEachern MacDuff, Architects and the letter from Logic Office Interiors dated Eleventh July Nineteen hundred and Ninety seven annexed are executed as follows; they are subscribed for and on behalf of the said Hydro Seafood GSP Limited by Guy Whitmore Mace, one of its Directors and George Kenneth Fraser, its Company Secretary together at Stirling on Fourth May Nineteen hundred and Ninety eight; they are sealed with the Common Seal of the said Capital Bank plc and subscribed for and on its behalf by Raymond Nixon, its Company Secretary at Chester on First June Nineteen hundred and Ninety eight before this witness, Stephen Alan Rowe of Capital House, City Road, Chester CH88 3AN and they are subscribed for and on behalf of the said M.J Gleeson Group plc by John Clive Assender and Colin Warnock McLellan, two of its Directors together at North Cheam, Surrey on Tenth March Nineteen hundred and Ninety nine.

*Handwritten signatures: Guy Whitmore Mace and George Kenneth Fraser.*

**THE COMMON SEAL OF**

CAPITAL BANK PLC

**WAS HEREBY AFFIXED  
IN THE PRESENCE OF:**

*Handwritten signature: Stephen Alan Rowe*  
SECRETARY

*Handwritten signature: Raymond Nixon*

*Handwritten signature: John Clive Assender*  
ALLEGED SIGNATORY  
ALLEGED SIGNATORY

*Handwritten signature: Colin Warnock McLellan*

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Ref: RW/LMC/4526A

11<sup>th</sup> July 1997

Hydro Seafoods GSP Ltd  
Laurel House  
Laurelhill Business Park  
Stirling  
FK7 9JQ

This is the LETTER referred to  
in the foregoing TRIPARTITE LICENCE among MT  
GLOZON GROUP PLC, CAPITAL BANK PK and HYDRO  
SEAFOODS GSP LIMITED  
dated .....

Logic Office Interiors  
Logic House  
Merkle Road  
Kirkton South  
Livingston EH54 7DE  
Tel 01506 464641  
Fax 01506 461881

FOR THE ATTENTION OF MRS ANNE BATES

Dear Mrs Bates

REF: INTERNAL OFFICE ALTERATIONS - SECOND FLOOR AREA

We thank you for your valued enquiry in respect of the above and have pleasure in submitting our specification and quotation for your approval.

PROPOSAL

To carry out alterations to existing partitions, suspended ceilings, floor coverings, electrical works and the decoration.

SPECIFICATION

ENTRANCE AREA:

1. Take down and lay aside existing suspended ceiling to allow access to full height partition approx 9m<sup>2</sup>
2. Uplift existing carpet tiles and lay aside.
3. Take down approx 7.0m full height stud partitioning including 2 double doors and remove.
4. Re-use 1 double door in new position with new partition surround.
5. Reinstall suspended ceiling with new material as required.
6. Lay floor tiles reclaimed from office.

Black Arrow Interiors (Scotland) Ltd  
Registered Office:  
Logic House  
Merkle Road  
Kirkton South  
Livingston EH54 7DE  
Registered in Scotland No. 102134  
A Black Arrow company



#### ANNE BATES OFFICE:

1. Take down and lay aside existing 900 mm single door panel and 1200mm glazed panel.
2. Infill opening with 2 x new solid panels re-used from elsewhere on floor.

#### RECEPTION AREA

1. Form 2 x new offices
2. Front wall to consist of new and existing re-used 600 series partition including:  
2 x single door panel, 2 x 1200 x 2100mm double glazed panel with Integral venetian blinds and 6mm clear toughened glazing, remainder to be solid infill panels.
3. Dividing wall to be 100mm thick, double sheeted 50mm metal stud partition built from floor to sloping soffit, approximately 1400mm above existing ceiling level, alter existing suspended ceiling to suit. Ames tape flush
4. Uplift existing carpet tiles within office and replace with new free issue material.

#### ALTERATION TO 3 OFFICES (FORMING 4 x OFFICES)

1. Take down and lay aside for re-use, 2 50mm thick dividing walls approx 5.4m long, 1 No wall includes existing single door panel for re-use.
2. Supply and fit 3 No new 100mm thick dividing walls approx 5.4m long and approx 4.0m high to sloping soffit. 1 No wall to include new solid core door panel and furniture to match existing, double sheeted 50mm metal stud partitions with Ames tape flush finish.
3. Alter existing suspended ceiling as required and refit on completion.
4. Alter existing glazed 50mm thick front wall as required to suit new solid dividing partitions.

#### STORE ROOM

1. Remove and infill existing door panel leading to rear entrance vestibule. Apply Ames tape flush finish.
2. Form new single sheeted metal stud partition with Ames tape flush finish, approx 2.4 m x 2.7m high. Include new powdercoated aluminium door frame with solid core door and furniture to match existing.



3. Supply and fit 3 x rows of 300mm melamine shelving mounted on white spur uprights and brackets to 3 x walls within new store area.

#### REAR LOBBY AREA

1. Form 2 openings in existing full height dividing partition wall, opening approx 2.4m wide x 2.1m high, including removal of 1 No existing single door panel and framing openings.
2. Make good floorcoverings with free issue material.

#### REAR ENTRANCE (NWS)

1. Take down door and partition surround built across corridor. Lay aside door panel for re-use.
2. Form new partition surround in new position across corridor and re-fit existing single door panel previously laid aside.
3. Make good floorcovering with free issue material.

#### OFFICE WITH ANGLED DOOR (NWS)

1. Take down single door panel and reinstall in new position within existing office.
2. Remove angle corner posts (2 ) using existing and new material reform office with 90° corner.
3. Make good floorcovering with free issue material.
4. Supply and fit 2 No perforated 25mm venetian blinds to external office windows.

#### NOTE:

Re-forming office to new layout will require the use of an alternative system components as we cannot source materials to exactly match original system.

#### DECORATION

1. All new partition walls as noted above includes decoration with paint to match existing or MURASPEC "EXETER" vinyl wallcovering.
2. The decoration is not included to existing partition or plastered walls as the extent is



unclear at this time. Our extra over rate to strip and decorate existing wall with MURASPEC "EXETER" vinyl will be £7.60m<sup>2</sup>.

All surplus material from duntakings to be removed from site and skiped.

SUNDRY ELECTRICAL ALTERATIONS

Electric's

1. Move position of fuse spur units for door entry and alarm system relocate to new position.
2. Move position of lighting switches from Hydro Seafood reception area, to switch panel from old NWS office if possible sink wiring & switch box into plaster if possible wiring to be fixed into mini trunking surface fixed.
3. Install clean supply from main electric cupboard, to IBM server unit in store supply and install socket outlet  
PLEASE NOTE NO GUARANTEE CAN BE GIVEN THAT THIS WILL CURE THE PROBLEM OF INTERFERENCE ON IBM SERVER SUPPLY. POWER TO IBM SERVER UNIT WILL, HAVE TO BE SWITCHED OFF TO INSTALL NEW SUPPLY THEREFORE SERVER WILL HAVE TO BE DOWNLOADED TO ALLOW FOR THE ABOVE.
4. Remove 3No downlight fittings from ceiling.
5. Supply and fit 3 No extra floor box units as required for new desk position complete with twin 13 amp switch sockets.  
PLEASE NOTE NO PROVISION FOR TELEPHONE OR PC OUTLETS
6. Supply 2 No 600 x 400 4 tube fitting complete with defuser.
7. Retube lights to entrance area (4 x 4 tube total 16 No).
8. Move position of emergency Exit sign as necessary.

*Handwritten signatures: "The King" and "A. Khan"*

*Handwritten signatures: "A. Mc..." and "A. Lowe"*

*Handwritten signatures: "Blue" and "P. Lane"*

