

LEASE

between

- (1) [REDACTED] (who and whose successors are hereinafter referred to as the **Landlord**); and
- (2) [REDACTED] (who and in substitution therefor whose permitted successors and assignees are hereinafter referred to as the **Tenant**);

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease (including this sub-clause and the Schedule) the following words and expressions shall have the following meanings:-

“Act”	any act of the UK or Scottish Parliament and any delegated law made under it;
"Applicable Proportion"	the proportion which the Premises bears in terms of the conditions in the Title Deeds or (as the case may be) the proportion allocated upon the owner or occupier of the Premises by any competent authority under any Legal Requirements;
“Base Rate”	the Base Rate for the time being and from time to time of the Bank of England (or in the event of said Base Rate ceasing to exist such other equivalent rate as the Landlord may determine);
“Building”	the larger building of which the Premises form part (or any part thereof);
“Common Parts”	all property which is common or mutual to the Premises and any other property in terms of the Title Deeds;
“Conducting Media”	sewers, drains, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, conduits, flues and other conducting media of whatsoever nature;
"Date of Entry"	8th May 2024 notwithstanding the date or dates of this Lease;

“Duration”	the period from (and including) the Date of Entry until 7th May 2034 and includes the period of any extension or continuation, whether by statute or common law;
“EPC”	a certificate which complies with Regulation 6 of the EPB Regulations;
“Insured Risks”	fire, lightning, storm, tempest, flood, earthquake, subsidence, explosion, impact, damage by aircraft (other than hostile aircraft) and flying objects and articles dropped therefrom, riot, civil commotion, strikes, labour or political disturbance, bursting or overflowing of water tanks, apparatus or pipes, malicious damage and such other normal commercial risks and insurances as the Landlord (acting reasonably) may from time to time deem expedient in respect of the Premises (but in each case only for so long as and to the extent that the Landlord are able to obtain cover for the Insured Risks at reasonable commercial rates and subject to such excesses, exclusions and limitations as the Landlord's insurers may require or impose);
“Legal Requirements”	(1) any Act and (2) any requirement of any proper authority, including any local authority or fire authority;
“Payment Days”	The 8th day of each calendar month in each year and the expressions "a Payment Day" and "the relevant Payment Day" shall be construed accordingly;
“Planning Acts”	the Planning etc. (Scotland) Act 2006, the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Local Government and Planning (Scotland) Act 1982 and the Town and Country Planning Act 1984,

	the Planning and Compensation Act 1991, and any other legislation from time to time in force relating to planning matters;
"Premises"	the subjects described in Part One of the Schedule;
'Rent Commencement Date'	8th June 2024;
"Reserved Rights"	any right (including any right of access) or reservation exercisable by or for the benefit of the Landlord under this Lease including, without limitation, the rights and reservations set out in Part 2 of the Schedule;
"Review Date"	has the meaning ascribed to it in Clause 3.1;
"Schedule"	the Schedule of 3 Parts annexed as relative to this Lease and which Schedule is deemed to form part of this Lease;
Specified Rate	the rate of 4 per cent per annum above Base Rate;
"Surveyor"	an independent Chartered Surveyor qualified for not less than 10 years in the profession and with recent experience in the letting and valuation of properties similar in type and location to the Premises, to be agreed upon by the Landlord and the Tenant and failing such agreement to be nominated and appointed by the Chairman or other Senior Office Holder for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of either party.
Termination Date	the date that this Lease terminates (however it arises);
Title Deeds	the deeds and documents specified in the Title Sheet kept at the Land Register of Scotland under Title Number WLN34736 (as and to the extent, if at all, amended or supplemented by the Tenements (Scotland) Act 2004);

Uninsured Risk

any risk expressly specified in the Insured Risks definition that:

- (a) is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or
- (b) is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers

but will not include loss or damage (or the risk of it) caused by the default of the Tenant or those for whom he is responsible in law;

VAT

value added tax or any similar tax from time to time replacing it or performing a similar function;

Working Day

a day on which clearing banks in Edinburgh, Glasgow and London are open for normal business

1.2 Interpretation

In this Lease:

1.2.1 Words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and vice versa and where there are for the time being two or more persons included in the expression "the Tenant", obligations expressed to be undertaken by the Tenant shall be deemed to be undertaken by such persons jointly and severally, but not so as to impose any continuing liability on an assignor following a permitted assignation of the tenant's interest under this Lease. The word "person" shall mean an individual, partnership, company, public authority or any other body whatsoever.

1.2.2 If the Tenant consist of a firm or partnership (but not a limited liability partnership) the obligations of the Tenant shall be binding jointly and severally not only on all persons who are partners of the firm at the time that this Lease is executed but also on all persons who shall become partners of the firm at any time during the Duration and their respective executors and representatives whomsoever as well as on the firm and its whole assets and such obligations shall subsist notwithstanding any change or changes which may take place in the name of the firm or constitution of the partnership and the retiral, death or outgoing of any individual partner shall not of itself discharge such partner or his executors from such partner's joint and several liability

in terms of this Lease. If the Tenant comprises more than one person on such person ceasing to be a partner the Landlord on request, will release such person and his representatives from all obligations on the Tenant under this Lease subsequent to the date when such person ceases to be a partner (or, if later, the date of such request) provided that it is established to the Landlord's reasonable satisfaction that any such release does not materially adversely affect the strength of the Tenant's financial covenant or its ability to implement its obligations under this Lease.

- 1.2.3 Any references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) (Scotland) Order 1997 are to that Order as in force at the Date of Entry.
- 1.2.4 Any obligation by the Tenant not to do an act or thing shall be deemed to include an obligation not to agree or suffer or permit such act or thing to be done by any agent, employee, invitee, contractor or any person for whom the Tenant is responsible in law.
- 1.2.5 Any reference to an act, omission or default of the Tenant shall be deemed to include an act, omission or default of their sub-tenant or other person for whom the Tenant is responsible in law.
- 1.2.6 The clause, paragraph and schedule headings in this Lease are for reference only and shall not affect the construction or interpretation of this Lease.
- 1.2.7 Reference to "the Building", "the Common Parts" or "the Premises" means the whole or an individual part or parts unless inappropriate in the context used.
- 1.2.8 References to any sums being payable on demand or when demanded mean being payable when demanded in writing.
- 1.2.9 Where by the terms of this Lease the consent, approval or satisfaction of the Landlord is required and stated not to be unreasonably withheld the decision upon any application by the Tenant for which such consent approval or satisfaction is required will not be unreasonably delayed.

2. THE GRANT

- 2.1 The Landlord hereby lets to the Tenant the Premises under reservation of the Reserved Rights and that for the Duration at an initial rent specified in Clause 3.1 (subject always to the provisions for review contained in Clause 3) payable in equal monthly instalments in advance on the Payment Days with the first payment falling due on the Rent Commencement Date and being a proportionate payment calculated on a daily basis over a year for the period from the Rent Commencement Date until the Payment Day next following the Rent Commencement Date.

3. **RENT AND RENT REVIEW**

3.1 The rent payable by the Tenant under this Lease shall be:

3.1.1 in respect of the period from the Rent Commencement Date at the annual rate of SIX THOUSAND FOUR HUNDRED AND EIGHT POUNDS STERLING (£6,480), or such increased sum as may be agreed or determined following review under the following provisions of this Clause 3, being exclusive of all, if any, VAT.

3.2 **Review**

With effect from 8th May 2034 and each fifth anniversary thereof (each such date being hereinafter referred to as a **Review Date**) the annual rent payable hereunder shall be reviewed and shall be the greater of:

3.2.1 the rent payable immediately prior to the relevant Review Date in question and

3.2.2 the market rent (as after defined) of the Premises as at the Review Date in question.

3.3 **Market Rent**

The expression "the market rent" shall mean the yearly rent at which the Premises might reasonably be expected to be let after the expiry of a rent free or concessionary rent period or receipt of an inducement of such length or amount as would be negotiated in the open market in each case to reflect the length of time reasonably likely to be required for usual initial fitting-out of the Premises by the tenant without fine or premium as one entity on the open market at the Review Date in question for a period equal to the unexpired period of the Duration or 10 years (whichever is the greater) computed in each case from the Review Date in question, with vacant possession by a willing landlord to a willing tenant and otherwise on similar provisions to those contained in this Lease (other than the amount of rent but including provision equivalent to the provisions contained herein for review of rent on a 5 yearly cycle)

3.3.1 upon the following assumptions:

(a) that the Premises are fit for immediate occupation and use;

(b) that the Tenant has complied with all the obligations imposed on the Tenant under this Lease and that no works have been carried out to the Premises by or on behalf of the Tenant which have diminished the rental value of the Premises; and

(c) that if the Premises or any part thereof have been destroyed or damaged, the same had immediately before the Review Date in question been fully reinstated; and

3.3.2 but taking no account of:

(a) any effect on rent of the fact that the Tenant, their permitted sub-tenant or their respective predecessors in title may have been in occupation of the Premises;

- (b) any goodwill attached to the Premises by reason of any trade or business carried on therein by the Tenant or any permitted sub-tenant or their respective predecessors in title; and
- (c) any increase in rent attributable to improvements (including the Tenant's initial fitting out works) to the Premises carried out by the Tenant, or any permitted sub-tenant with the Landlord's consent (where required) otherwise than in pursuance of an obligation to the Landlord or their predecessors in title, whether before or after the Date of Entry under the provisions of this Lease (but any obligations relating to the method or timing of works in any document giving consent will not be treated as an obligation for these purposes).

3.4 Referral to Surveyor

If the Landlord and the Tenant have not agreed the market rent by the Review Date in question, the determination of the market rent may at any time thereafter, at the instance of either party, be determined by the Surveyor (acting as an expert). Both parties shall be entitled to make written submissions to the Surveyor within but not later than 28 days from the date on which he accepts the appointment. The Surveyor shall have regard to such written submissions as may be timeously received and shall issue his decision as soon as practicable after the expiry of said 28 day period which decision shall be final and binding on the parties. If the Surveyor shall fail to determine the market rent within 3 calendar months from the date on which he accepts the appointment or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he shall be unable or unwilling to complete his duties hereunder, then either party may apply to have the review determined by a substitute surveyor to be appointed in his place, on the same basis *mutatis mutandis* as the Surveyor, which procedure may be repeated as many times as necessary. The costs of such reference shall be in the award of the Surveyor and failing a determination on costs, such costs shall be met by the parties equally.

3.5 Payment Pending Agreement

If the market rent shall not have been agreed or determined by the Review Date in question, then pending such agreement or determination, the Tenant shall continue to pay rent at the rate payable immediately prior to the Review Date in question and within 14 days after such agreement or determination, the Tenant shall pay to the Landlord an amount (the **Balancing Payment**) representing the difference between the amount of rent actually paid in the period from and including the Review Date in question and the amount of rent which should have been paid in that period had the market rent been agreed or determined by the Review Date in question, together with interest thereon at Base Rate calculated on a daily basis on each instalment comprised in the Balancing Payment from the respective due dates for payment until paid in full. Interest at the Specified Rate shall be payable on the Balancing Payment from the date 14 days after such agreement or determination until the date of actual receipt of payment in full by the Landlord.

3.6 Rent Review Memorandum

If so required by the Landlord the Tenant shall enter into a Memorandum documenting the reviewed rent following agreement or determination thereof.

3.7 Intermediate Date of Review

If at any Review Date the Landlord shall be obliged legally or otherwise to comply with any Act dealing with the control of rent and which affects, restricts or modifies the right of the parties to determine the reviewed rent in accordance with the terms of this Clause, then on each occasion upon which any such enactment is removed, relaxed or modified, there shall be an intermediate date of review (hereinafter called "an intermediate date of review") and the rent payable hereunder from an intermediate date of review to the next Review Date or intermediate date of review or the date of termination of this Lease (whichever shall first occur) shall be agreed or determined in like manner as the rent payable from each Review Date as hereinbefore provided but (a) at any intermediate date of review regard will be had to rental levels at the Review Date in question when the rent should have been reviewed and not those current at the intermediate date of review and the review shall have effect from the earliest date permissible following the relaxation or removal or modification of such restriction or modification or other and (b) the aggregate rental payable in accordance with the foregoing provision will not exceed the aggregate rental which would have been payable had the foregoing legislation, government order or decree or notice never been applied.

4. TENANT'S MONETARY OBLIGATIONS

4.1 Monetary Obligations

The Tenant bind and oblige themselves during the entire Duration:

- 4.1.1 To pay the rent from time to time payable in terms of this Lease without deduction or demand in equal monthly instalments in advance on the Payment Days by Banker's Order or such other method as the Landlord (acting reasonably) may from time to time direct; and if so required by the Landlord forthwith to complete and deliver to the Landlord all forms provided by the Landlord for the purpose of setting up a Banker's Order for payment of rent to such bank account as the Landlord may direct in writing and not, without the prior written consent of the Landlord, to vary, amend or cancel any Banker's Order form completed by the Tenant in pursuance of this provision;
- 4.1.2 To pay all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether payable by the owner or occupier) charged, assessed or imposed on or in respect of the Premises except for (a) tax (other than VAT) on the Rent payable; and (b) any tax arising from the Landlord's dealing with its own interests;
- 4.1.3 To pay to the Landlord on demand all insurance premiums and any insurance taxes properly chargeable thereon and the cost of any insurance valuation (but not more

than once in any three year period), the amount of any policy excess which the Landlord will incur in complying with its obligations under Clause 8.1) incurred by the Landlord in effecting and maintaining insurances in respect of the Premises in accordance with Clause 7 hereof (or in the event of the policy of insurance relating to greater subjects the Applicable Proportion of such premiums and other sums;

4.1.4 To reimburse the Landlord on demand:-

- (a) if there is destruction or damage to the Premises caused by an Insured Risk and the insurance money payable under the Landlord's insurances is rendered irrecoverable in whole or in part caused by the act, omission or default of the Tenant or those for whom the Tenant is responsible in law, the amount of such shortfall so rendered irrecoverable, and
- (b) any increase in the cost of the insurance premiums for insuring the Premises above the rate which would otherwise be payable arising as a consequence of any act or omission or default of the Tenant or those for whom the Tenant is responsible in law or; the use to which the Tenant his sub-tenants and his forebears have put the Premises whether at the Date of Entry or at any later date;

4.1.5 To pay within 14 days of a demand therefor all expenses, costs, charges and fees:

- (a) properly and reasonably incurred by the Landlord in connection with the completion of any Memorandum in terms of Clause 3.6 hereof and the costs of registering this Lease and any such Memorandum or any subsequent documentation to which the Landlord and the Tenant are a party pertaining to this Lease in the Books of Council and Session and obtaining 2 Extracts (one of which will be delivered by the Landlord to the Tenant), and the Tenant will deliver to the Landlord within 21 days of the effective date of any land transaction an electronic submission receipt issued by Revenue Scotland in respect of the land and buildings transaction tax liability on any such land transaction in order to allow the Landlord to register the Lease and any such Memorandum or any subsequent documentation to which the Landlord and the Tenant are a party pertaining to this Lease;
- (b) properly incurred by the Landlord relating to the enforcement of or procuring the remedy of any breach of any obligation (including the collection of arrears of rent or any other payments due under this Lease) on the Tenant hereunder, and the preparation and service of any Schedule of Dilapidations in terms of this Lease; and
- (c) properly and reasonably incurred by the Landlord in relation to every application for consent or approval made in terms of this Lease, whether such consent or approval is granted or refused.

- 4.1.6 To pay to the Landlord within 14 days of a demand therefor the Applicable Proportion of the costs and expenses properly incurred by the Landlord in respect of repairing and maintaining and upholding the Common Parts whether in terms of the Title Deeds or by any Legal Requirement but (1) where the Landlord incurs such costs, it shall act reasonably and in accordance with the principles of good estate management in so far as is within its direct control, (2) there shall be excluded from the Tenant's liability under this clause costs and expenses caused by (a) the occurrence of an Insured Risk (but not to the extent that the insurance money payable under the Landlord's insurances under this Lease are rendered irrecoverable by the act, neglect or default of the Tenant or those for whom the Tenant is responsible in law) and (b) an Uninsured Risk, and (3) the Tenant shall not be responsible in respect of the cost of any repairs or other works to the Premises or the Common Parts instructed prior to the Date of Entry or required by statutory notice(s) served prior to the Date of Entry (including any re-service of any such statutory notice or the service of any statutory notice covering the same works after the Date of Entry).
- 4.1.7 To pay to the Landlord (a) VAT on any consideration in respect of a VAT supply of goods or services under this Lease to the Tenant by the Landlord at the same time as the consideration is paid, and (b) on demand against all VAT input tax incurred by the Landlord in respect of supplies made to the Landlord (including supplies which the Landlord is deemed to make to itself) the cost of which the Tenant is obliged to reimburse to the Landlord under or by virtue of the terms of this Lease save to the extent that such VAT input tax is recovered by the Landlord;
- 4.1.8 To pay to the Landlord within 14 days of a demand therefor interest at the Specified Rate on all sums due to the Landlord under this Lease (subject to Clause 4.1.9 hereof) from the due date for payment thereof until the date of actual receipt of payment in full by the Landlord, and as well before as after decree, such interest to be calculated on a daily basis on the balance.
- 4.1.9 To pay the Landlord on demand interest on the Balancing Payment following a review of rent as specified in Clause 3.5 hereof.

5. TENANT'S NON-MONETARY OBLIGATIONS

The Tenant bind and oblige themselves:

5.1 Repairing

To accept the Premises as being in good and tenantable condition and repair, and wind and water tight, and in all respects fit for occupation and use by the Tenant and to keep the Premises in like condition and throughout the Duration and well and substantially to repair, maintain, cleanse, replace, renew and rebuild the same all to the reasonable satisfaction of the Landlord and irrespective of the cause of the damage or deterioration necessitating such repair, maintenance, cleansing, replacement, renewal or rebuilding; and without prejudice to the

foregoing to carry out and perform all the obligations relating to the Premises and the Tenant's use and occupation of the Premises otherwise incumbent upon the Landlord and/or the owner of the Premises whether at common law or by statute or otherwise;

5.2 Exclusions

Notwithstanding the foregoing provisions of Clause 5.1, the Tenant shall not be liable:

- 5.2.1 for any repair, replacement, renewal or rebuilding required as a result of damage or destruction caused by an Insured Risk save to the extent that the insurance monies are rendered irrecoverable in consequence of some act, omission or default of the Tenant or those for whom the Tenant is responsible in law but subject to the Tenant complying with Clause 4.1.4;
- 5.2.2 for any repair, replacement, renewal or rebuilding required as a result of damage or destruction caused by an Uninsured Risk;
- 5.2.3 for any repair, replacement, renewal or rebuilding required as a result of any latent or inherent defects in the Premises (and/or the Common Parts);
- 5.2.4 for any repair, replacement, renewal or rebuilding required as a result of the act, neglect or default of the Landlord and/or those for whom it is legally responsible;
- 5.2.5 for any costs attributable to innovation or improvement rather than repair, reinstatement or replacement (save where incidental to repair, replacement, renewal or rebuilding for which the Tenant is otherwise liable).

For the avoidance of doubt, the Tenant shall only be liable to renew, rebuild or replace Landlord's fixtures and fittings in terms of clause 5.1 where any item in question is beyond economic or viable repair.

5.3 Refuse

At all times to keep the Premises in a clean and tidy condition (the inside of all windows being cleaned a minimum of once per month) and not to form any refuse dumps or scrapheaps nor to deposit or permit or suffer to be deposited any rubbish or refuse on the Premises or on any part thereof and to remove at least once a week all refuse which may have been accumulated on the Premises and generally to keep all vacant ground forming part of the Premises in clean and in good order.

5.4 Internal Painting

In every fifth year of this Lease and also, unless otherwise agreed by the Landlord in writing, within the period of six months prior to the date of expiry or earlier termination of this Lease (but not more than once in any calendar year) to paint and/or treat as appropriate all the inside wood and metalwork of the Premises and all other parts of the interior of the Premises which are usually or ought to be so painted and/or treated and all additions thereto in such colours and with such preservatives and/or decorative materials as may be approved in writing by the

Landlord prior to the commencement of the work (which approval shall not be unreasonably withheld).

5.5 External Painting

In every third year of this Lease and also, unless otherwise agreed by the Landlord in writing, within the period of 6 months prior to the date of expiry or earlier termination of this Lease (but not more than once in any calendar year) to paint and/or treat as appropriate all the outside wood and metalwork of the Premises, and all other parts of the exterior of the Premises which are usually or ought to be so painted and/or treated and all additions thereto in such colours and with such preservatives and/or decorative materials as may be approved in writing by the Landlord prior to the commencement of the work (which approval shall not be unreasonably withheld).

5.6 Dilapidations

To permit the Landlord and others authorised by them on prior notice (except in the case of emergency) to enter, examine and record the condition of the Premises during the Duration of this Lease and upon notice being served by the Landlord to execute all repairs, renewals, replacements, removals and other works to the Premises as the Landlord may require to procure compliance by the Tenant with the Tenant's obligations under this Lease, within such reasonable period (having regard to the nature and extent of the works in question) as is stated in such notice (or sooner if requisite), and that to the reasonable satisfaction of the Landlord and in case of default by the Tenant, the Landlord and others as aforesaid shall be entitled to enter the Premises to execute all such works as aforesaid and the whole costs and expenses properly incurred by the Landlord in so doing shall, within 14 days of demand, be due and payable by the Tenant to the Landlord.

5.7 Compliance with Legal Requirements and Title Deeds

To the extent that such observance and compliance does not exceed the express limitations of the Tenant's other obligations under this Lease, to comply at their own expense with the provisions and requirements of all Legal Requirements in respect of the Premises and the Tenant's use and occupation of the Premises and to comply likewise with the whole provisions contained in the Title Deeds relating to the Premises and all requirements or regulations of the Landlord's insurers or of any competent authority relating to the Premises and their use and that whether the said provisions are imposed on the owner or the occupier of the Premises.

5.8 Evidence of Compliance

To provide to the Landlord on request and at the Tenant's expense copies of fire safety risk assessments and fire safety records, the Health and Safety file and any certificates, consents, warrants, notices and other documentation relating to the Premises as the Landlord may require as evidence of compliance with Clause 5.7.

5.9 Energy Performance and Data Sharing

5.9.1 **EPC**

- (a) To co-operate with the Landlord, so far as is reasonably required by the Landlord, to allow the Landlord to obtain any EPC and to:
 - (i) provide the Landlord with copies of any plans or other information held by the Tenant that would assist the Landlord in obtaining that EPC;
 - (ii) allow such access to the Premises to any energy assessor or other agent appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.
- (b) To give to the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commission in respect of the Premises. The Landlord must give the Tenant written details on request of the unique reference number of any EPC Landlord obtains or commissions in respect of the Premises.

5.9.2 **Data Sharing**

If required by the Landlord in order for the Landlord to comply with its statutory obligations, to provide the Landlord on a quarterly or annual basis (or such other reasonable frequency as the Landlord may reasonably require) all relevant data relative to the Environmental Performance of the Premises that the Tenant hold, such data to be delivered:

- (a) in a form which provides meaningful and useful information; and
- (b) using an industry accepted methodology, agreed by the parties (each being bound to act reasonably), to ensure consistency of the data;

provided that the Landlord undertake to keep any such disclosed data confidential and only to use it to comply with any Legal Requirement.

5.10 **Planning**

Not to make any application, representation or objection, nor to commence any development permitted under the Planning Acts without the prior written consent of the Landlord (which consent will not be unreasonably withheld) and to give the Landlord forthwith upon receipt a copy of any notice received under the Planning Acts or any other statutory provision.

5.11 **Alterations**

5.11.1 Not to make or permit to be made any alterations or additions to the Premises nor to place or permit to be placed on the Premises any erection or building and not to exhibit or affix any light, sign, aerial or other articles whatsoever on the exterior of any building of which the Premises comprise part except in each case with the prior written consent of the Landlord and in accordance with such reasonable conditions as the Landlord may impose and only in accordance with plans and specifications approved in writing

by the Landlord in advance, which consent and approval shall not be unreasonably withheld in the case of non-structural internal alterations only.

- 5.11.2 Without prejudice to Clause 5.7 to comply with and ensure compliance with the Construction (Design and Management) Regulations 2015 and/or any additional or replacement regulations to similar effect throughout the Term and to ensure that any Health and Safety File required in respect of the Premises in terms of such regulations is prepared, reviewed and updated in accordance with such regulations.
- 5.11.3 On request to provide the Landlord with a full and complete copy of the Health and Safety File for the Premises properly updated to reflect all works carried out by or on behalf of the Tenant.
- 5.11.4 On request to provide the Landlord with any further information as may be required by the Landlord in terms of Clause 5.9.1 in light of the works carried out by or on behalf of the Tenant;
- 5.11.5 In the case of any works carried out by or on behalf of the Tenant which necessitate the provision of a new EPC, to obtain a new EPC at the Tenant's cost and to provide a copy of the EPC to the Landlord;

5.12 **User**

Not to use or permit or suffer the Premises or any part thereof to be used for any other use than as a retail shop or such other use falling within Class 1 of the Schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1997 save with the prior written consent of the Landlord, such consent not to be unreasonably withheld, and without prejudice to the foregoing, not to:-

- 5.12.1 use or permit to be used the Premises for residential purposes or for any noxious, noisy, offensive, dangerous or immoral trade or business or for any purpose which, in the reasonable opinion of the Landlord may be or cause a nuisance, annoyance, disturbance or inconvenience to the Landlord or any of their Tenant or to any occupier of premises in the neighbourhood;
- 5.12.2 do or permit on the Premises any act or omission whereby any insurance policy effected by the Landlord relating to the Premises or any property adjoining the Premises in which the Landlord have an interest, becomes void;
- 5.12.3 bring onto the Premises any hazardous, explosive, dangerous or combustible goods or materials;
- 5.12.4 display or suspend goods or articles for sale outwith the Premises.

5.13 **Overloading**

Not to suspend any weight from the ceiling or ceiling structure of the Premises and/or bring into the Premises any weight which would impose loadings on the Premises which would exceed due margin for safety.

5.14 Drains/Air Pollution

Not to pass or allow to pass into the pipes, drains, sewers or others serving the Premises any polluting agent or noxious or deleterious effluent or other substance which causes any obstruction or injury to said pipes and others or otherwise cause contamination but to employ such plant for treating such effluent before it enters the drains as may be required by any local or public authority or by the Landlord and to make good and remedy any such injury or contamination which occurs to the satisfaction of the Landlord, and not to permit any smoke, effluvia, vapour or grit to be emitted from the Premises.

5.15 Re-letting and For-Sale Boards

To allow the Landlord or their agents to enter the Premises:-

5.15.1 at any time during the last year of this Lease to fix and keep on the Premises in a position to be selected by the Landlord (but not so as materially to obstruct any door, window or ventilator or any of the Tenant's trade signage or promotional material) a noticeboard for re-letting the same on condition that the re-letting board shall be removed by the Landlord as soon as the re-let is concluded; and

5.15.2 at any time during the period of this Lease, to fix and keep on the Premises in a position to be selected by the Landlord (but not so as materially to obstruct any door, window or ventilator or any of the Tenant's trade signage or promotional material) a noticeboard for selling the Premises, and not to obscure any such noticeboard and to permit all persons authorised by the Landlord to view the Premises at all reasonable hours on condition that the sale board shall be removed by the Landlord as soon as the sale is concluded.

The Landlord shall make good to the Tenant's reasonable satisfaction all damage occasioned by the erection or removal of such notice boards and/or the exercise of such rights of access and/or viewing.

5.16 Security

To take all measures reasonably necessary to keep the Premises secure and lockfast at all times throughout the currency of this Lease.

5.17 Alienation

5.17.1 Not to assign this Lease in part nor sub-let part only of the Premises nor (other than pursuant to the following paragraphs of this clause 5.17) to part with or share possession or occupation of the whole or any part of the Premises nor to charge nor

grant rights over the same in favour of third parties, except with the prior written consent of the Landlord.

5.17.2 Not to assign this Lease in whole nor sub-let the whole of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld in the case of a responsible and respectable assignee or sub-tenant of sound financial standing and demonstrably capable of fulfilling the Tenant's obligations under this Lease and provided that in the case of a sub-letting, the rent payable under such sub-lease shall be no less than the then market rent of the Premises (as "market rent" is defined in Clause 3 hereof) and shall be payable not more frequently than monthly in advance and shall be subject to review on the Review Dates in an upwards direction only and any such sub-lease shall contain obligations incumbent upon the sub-tenant similar to and consistent with the obligations undertaken by the Tenant under this Lease and shall include an obligation (a) not to assign the sub-tenant's interest under such sub-lease without the prior written consent of the Landlord (which consent will not be unreasonably withheld) and (b) not to further sub-let or in any way deal with the sub-tenant's interest under such sub-lease without the prior written consent of the Landlord.

5.17.3 Within 21 days after every permitted assignation, charge, sub-lease or other devolution of the Tenant's interest in the Lease as aforesaid to deliver a certified copy of the deed or instrument effecting same to the Landlord and within a further 12 weeks to deliver 2 official Extracts thereof from the Books of Council and Session.

5.18 **Indemnity**

To free, relieve and indemnify the Landlord from and against liability in respect of any injury to or the death of any person, damage to any property, heritable or moveable, any interdict or court action, the infringement, disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising directly or indirectly out of the repair, state of repair or condition of the Premises or any alteration or addition or improvement to the Premises or the use of the Premises or from any act, omission or default of the Tenant in the implementation and observance of the obligations contained in this Lease and from all fees, penalties, charges, proceedings, costs, claims, expenses and demands of whatsoever nature in respect of any such liability or alleged liability or any such act, omission or default. In respect of any claim covered by the indemnity in this Clause 5.18, the Landlord must:

5.18.1 give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

5.18.2 provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and

- 5.18.3 mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

5.19 Removal

On the expiry or earlier termination of this Lease:-

- 5.19.1 to flit and remove from the Premises without any process of removal being used against them to that effect and to surrender the Premises to the Landlord together with all additions and improvements made thereto (unless the Landlord requires their removal in terms of Clause 5.19.4), and all Landlord's fixtures and fittings in such condition and repair as shall be in accordance with full performance of the Tenant's obligations in this Lease, and to replace any missing or broken items with items of a similar character, condition and quality and that without payment of compensation by the Landlord;
- 5.19.2 to make good to the satisfaction of the Landlord any damage caused by the removal of trade or Tenant's fixtures belonging to them;
- 5.19.3 to pay to the Landlord all monies due in terms of this Lease up to the expiry or earlier termination thereof including but not limited to rent and insurance premiums and payments which have become due in terms of Clause 5.6;
- 5.19.4 at the option of the Landlord, to remove any alterations, additions, fittings or fixtures which may have been made or installed by or on behalf of the Tenant or any sub-tenant whether prior or subsequent to the Date of Entry and to restore the Premises to their condition prior to such alterations, additions, fittings or fixtures having been carried out or installed provided that if no more than six months and no less than two months prior to the Termination Date the Tenant notifies the Landlord in writing that the Tenant would like the Landlord to tell the Tenant which, if any, such alterations and additions or installations the Landlord will require the Tenant to remove and/or reinstate, the Landlord must respond to such request within 20 Working Days);
- 5.19.5 to deliver to the Landlord the full and complete principal copy of the Health and Safety File for the Premises under the Construction (Design and Management) Regulations 2015, if applicable; and
- 5.19.6 in the case of any works, reinstatement works or removal works carried out by or on behalf of the Tenant, if required by the Landlord, to deliver such information as may be required by the Landlord pursuant to Clause 5.9.1 in light of such works and/or where such works necessitate the provision of a new EPC, to obtain a new EPC at the Tenant's cost and provide a copy of the new EPC to the Landlord.

5.20 Schedule of Dilapidations

- 5.20.1 The Landlord shall be entitled at any time throughout the Duration or within three months after the date of expiry or earlier termination of this Lease (but no more than

once in any three year period) to compile a Schedule of Dilapidations being a list of those works which are in the proper opinion of the Landlord required to restore the Premises to such condition and repair as is in accordance with full performance of the Tenant's obligations in this Lease and to remove all such alterations, additions, fixtures and fittings as are referred to in Clause 5.19.4.

5.20.2 Without prejudice to the Tenant's obligations under Clause 5.6, If at the Termination Date the Tenant has not fully complied with the obligations in Clause 5.19 then, without prejudice to any other rights and remedies available to the Landlord, the Tenant shall pay to the Landlord on demand damages representing and in respect of the cost of putting the Premises into the state of repair and condition and decoration in which it should have been had the Tenant complied with the terms of this Lease, and which damages may include a sum equivalent to rent at the rate prevailing immediately prior to the termination of this Lease that would have been payable under this Lease if the Lease had been extended for such period as is reasonably necessary to organise, undertake and complete (in all cases with due expedition and having regard to the Landlord's obligation to mitigate loss) all works to put the Premises into the state of repair and condition and decoration in which they should have been had the Tenant complied with the terms of this Lease.

5.20.3 The Landlord shall not be entitled to serve a terminal schedule of dilapidations in circumstances where the Landlord has agreed a new lease (i.e. where heads of terms have been agreed as a minimum) with a new tenant who has accepted the condition of the Premises as it was on or prior to the date of expiry of this Lease.

6. LANDLORD'S OBLIGATIONS

6.1 Warrantice

The Landlord grants warrantice and undertakes that the Tenant may, on paying the rent and performing the obligations herein contained, and subject to the Reserved Rights, quietly enjoy the Premises during the Duration. Nothing contained in this Lease shall however be deemed to constitute any warranty by the Landlord that the Premises or any part thereof are authorised for use under the Planning Acts or otherwise for any specific purpose or that the Premises are fit for any of the Tenant's purposes under this Lease.

6.2 Exercise of Reserved Rights

The Landlord obliges itself to exercise the Rights Reserved (and to procure that any person exercising the rights on behalf of or with the authority of the Landlord exercise the Rights Reserved) must:

6.2.1 in cases where the Reserved Right involves taking access to the Premises, exercise the Reserved Right only after the Landlord has given to the Tenant reasonable prior notice (save in emergency, when no notice shall be required) and (save in emergency) during normal business hours in the daytime; and

- 6.2.2 complete any work as soon as possible and in such a manner as to cause as little inconvenience as reasonably practicable to the Premises and the Tenant's use and occupation of the Premises and the Common Parts; and
- 6.2.3 exercise the Reserved Rights so as to ensure that the Tenant's and any permitted sub-tenant's use and enjoyment of the Premises shall not be permanently materially diminished thereby; and
- 6.2.4 make good to the Tenant's reasonable satisfaction all damage to the Premises and the Tenant's fixtures, fittings and stock thereby occasioned (provided that the Tenant has taken reasonable steps to protect same); and
- 6.2.5 make good as soon as reasonably practicable all physical damage caused to the Premises and the Common Parts.

7. INSURANCE

The Landlord shall (unless prevented from doing so by any act, omission or default of the Tenant or otherwise) keep the Premises constantly insured against loss or damage by or in consequence of the Insured Risks in their full reinstatement value (as determined by the Landlord acting reasonably) together with an amount to cover the costs of shoring up, propping, hoarding, demolition, site clearance and incidental expenses and architects' and other professional fees in relation to the rebuilding, repairing or restoring of the Premises or any part thereof and any Value Added Tax properly chargeable on such costs and others and 3 years' loss of rent in respect of the Premises all in the name of the Landlord (and such other names as the Landlord may require). In addition, the Landlord shall effect insurance against property owners' and third party liability and such other risks as the Landlord (acting reasonably) may require, for such amounts and on such terms as the Landlord may require. If requested by the Tenant and at the cost of the Tenant the Landlord shall provide the Tenant with a summary of the risks insured against and amount of cover provided by the Landlord's insurances. In addition, the Landlord shall (i) use reasonable endeavours to procure that the interest of the Tenant and its permitted sub-tenants are noted or endorsed on the policy; (ii) notify the Tenant of any change in the risks covered under any insurance policy and (iii) use reasonable endeavours on request by the Tenant in writing request that the insurers waive all rights of subrogation against the Tenant.

8. REINSTATEMENT

8.1 Re-instatement of Premises

If and whenever during the Duration the Premises are damaged or destroyed by any of the Insured Risks and provided always that the relative policy of insurance is not vitiated nor payment of any of the policy monies rendered irrecoverable in whole or in part by reason of any act, omission or default of the Tenant then as soon as reasonably practicable the Landlord shall, subject to all requisite statutory or other consents being obtained (which the Landlord shall use reasonable endeavours to obtain), and subject also to receiving from the Tenant the

sum or sums referred to in Clause 4.1.4 (for the avoidance of doubt, the Landlord shall make up any difference between the cost of rebuilding and reinstating the Premises from the Landlord's own money in all other cases), apply all monies received under the policy of insurance (other than monies in respect of loss of rent, property owners' and third party liability insurance) in reinstating the Premises or such part of the Premises as shall have been so destroyed or damaged to provide accommodation approximately equivalent to that which existed prior to such damage or destruction.

8.2 Lease to continue in full force and effect

Save as otherwise expressly provided in this Lease, this Lease shall not be determined by reason of any damage to or the destruction in whole or in part of the Premises (whether such damage or destruction is caused by the Insured Risks or otherwise) but shall nevertheless continue in full force and effect and the rent shall be payable for the Duration, provided however that without prejudice to the foregoing, in the event that the Premises or any part thereof shall be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation and use and/or inaccessible and provided always that the policy of insurance shall not have been vitiated nor payment of any of the policy monies rendered irrecoverable in whole or in part by reason of any act, omission or default of the Tenant or those for whom the Tenant is responsible, the yearly rent for the time being payable under this Lease or a fair proportion thereof, according to the nature and extent of the damage or destruction sustained, shall be abated and shall cease to be payable until the Premises shall again be rendered fit for occupation and use and accessible or, if earlier, until the expiry of 3 years from the date of such damage or destruction. Any dispute regarding the amount or duration of abatement of rent shall be referred to the determination of the Surveyor whose decision shall be final.

8.3 Termination following Damage or Destruction

If the Premises have been destroyed or damaged by any of the Insured Risks so as to render the Premises unfit for occupation and use and/or inaccessible and the Landlord has failed to complete the necessary works of reinstatement in accordance with its obligations under this Lease so as to render the Premises fit for use and occupation and accessible within the period of 3 years from the date of such damage or destruction, either the Landlord or, provided they shall have first paid any monies due under Clauses 4.1.3 and 4.1.4, the Tenant may, at any time prior to completion of the reinstatement under Paragraph 8.1, terminate this Lease forthwith by giving notice to that effect to the other, and on service of such notice this Lease shall at once cease and determine and the Tenant shall forthwith give to the Landlord vacant possession of the Premises but such termination shall not prejudice any claims competent to the Landlord against the Tenant or vice versa arising prior to the service of such notice or in respect of any prior breach of any of the parties' respective obligations under this Lease. Further, on any such termination, the whole monies payable under the insurances effected by the Landlord in terms of this Lease shall be paid to them for their own absolute use and benefit.

8.4 Uninsured Risks

- 8.4.1 If the Premises or any part or parts of the same are damaged or destroyed by an Uninsured Risk so that the Premises or any part of them are unfit for occupation and use or inaccessible the Landlord shall, within the period of 6 months following the date of such damage or destruction, serve on the Tenant a notice specifying whether the Landlord will rebuild or reinstate the Premises (or the relevant part of them), or not (the "**Election Notice**") and prior to the service of the Election Notice Clauses 8.2 and 8.3 shall apply (as if the damage or destruction in question was damage or destruction by an Insured Risk) until the Election Notice is given to the Tenant, or (if earlier) until this Lease is terminated.
- 8.4.2 If the Landlord serves an Election Notice stating that it does not intend to rebuild or reinstate the Premises, then either the Landlord or the Tenant may at any time thereafter terminate this Lease with immediate effect by serving a written notice on the other to that effect but without prejudice to any claim by either the Landlord or the Tenant against the other in respect of any antecedent breach of that other's obligations under this Lease.
- 8.4.3 If during the period of 6 months following the date of the damage or destruction the Landlord does not serve an Election Notice, then either the Landlord or the Tenant may at any time thereafter terminate this Lease with immediate effect by serving a written notice on the other to that effect but without prejudice to any claim by either the Landlord or the Tenant against the other in respect of any antecedent breach of that other's obligations under this Lease.
- 8.4.4 If the Landlord serves an Election Notice stating that it intends to rebuild or reinstate the Premises the provisions of Clauses 8.1, 8.2 and 8.3 shall apply (as if the damage or destruction in question was damage or destruction by an Insured Risk).
- 8.4.5 If this Lease is terminated pursuant to this Clause 8.4, subject to and without prejudice to the rights of any party for any prior breaches, the Tenant shall be permitted a reasonable time to remove from the Premises all fixtures fittings or equipment belonging to it provided that the Tenant shall make good any damage caused to the Premises as a result of such removal, but otherwise the Tenant shall not be required to reinstate any alterations or additions made by it nor to yield up the Premises in the state of repair and decoration which would (but for the damage or destruction by Uninsured Risk) be required by this Lease.

9. **IRRITANCY**

9.1 **Landlord's Entitlement to Irritate**

If the rent or any other sum due to the Landlord under this Lease shall remain unpaid for 14 days after the same shall have become due (whether or not the same has been demanded) or if the Tenant shall fail to perform or observe any of the other obligations undertaken by them in this Lease or if the Tenant (being a corporation) shall go into liquidation, (whether compulsory

or voluntary), or have a winding up order made against them or have a receiver or administrator appointed or if the Tenant (being a company with unlimited liability) apply to limit their liability or in the event that the Tenant or any of them enter into a composition for the benefit of creditors or shall make any arrangement with their creditors, or shall become insolvent or apparently insolvent or have a curator or judicial factor appointed then and in any of these events it shall be in the power of the Landlord by notice to bring this Lease to an end forthwith without any declarator or process of law to that effect and to remove the Tenant from possession of the Premises, and repossess and enjoy the same as if this Lease had not been granted and that without prejudice to any other remedy of the Landlord in respect of any antecedent breach of any of the Tenant's obligations hereunder, and under reservation of all rights and claims competent to the Landlord in terms of this Lease (including those in respect of rent, insurance premiums and other monies due to the date of such removal and termination), which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the bar.

9.2 Remediable Breach

9.2.1 In the case of a breach, non-observance or non-performance by the Tenant which is capable of being remedied (albeit late), the Landlord shall not exercise any such option of forfeiture unless and until they shall first have given written notice to the Tenant specifying the breach, non-observance or non-performance and requiring the same to be remedied and intimating their intention to exercise their option of forfeiture in the event of said breach, non-observance or non-performance not being remedied within such period as may be stated in the notice (being such reasonable period of time as the Landlord shall stipulate in the notice which in the case of rent and other monetary payments shall be a period of 14 days only from the date of service of the notice) and the Tenant shall have failed to remedy the same within said period.

9.2.2 In the case of the Tenant going into liquidation or suffering a permanent trustee, receiver or administrator to be appointed the Landlord shall allow the permanent trustee or liquidator or receiver or administrator (as the case may be) and any such creditor as aforesaid ("**Relevant Party**") a period of 12 months in which to dispose of the Tenant's interest in this Lease and shall only be entitled to terminate this Lease if the Relevant Party shall have failed to dispose of the Tenant's interest at the end of the said period provided always that the Relevant Party shall within 28 days of his appointment personally accept in writing and implement full responsibility for payment of the rent (whether due in respect of a period occurring before or after the date of sequestration, liquidation, receivership or administration (as the case may be) and for the performance of all other obligations of the Tenant under this Lease from the date of sequestration, liquidation, receivership or administration as the case may be to the date of disposal or the expiry of the said period of 12 months, whichever is the earlier, including settlement of any arrears of rent and the performance of any outstanding obligations which may subsist at the date of sequestration, liquidation, receivership or

administration as the case may be. And it is hereby declared that the Landlord shall deal with any request for consent to assign this Lease made by the Relevant Party in the same manner as if the request had been made by the Tenant.

10. ACCEPTANCE OF RENT/NO WAIVER

The demand for or acceptance of rent (or other sums) by the Landlord or their agents at any time shall not in any circumstances constitute nor be construed to be a waiver of any of the Tenant's obligations under this Lease nor of the Landlord's remedies for breach thereof nor of the Landlord's right to review the rent under Clause 3 nor shall it personally bar the Landlord from requiring such a review of rent in terms thereof.

11. NOTICES

All notices, requests, demands or consents given in terms of this Lease shall be in writing and shall be deemed to be sufficiently given if sent by recorded delivery post addressed (One) in the case of the Tenant, to the Tenant (if a body corporate) at their Registered or Head Office and (if an individual) at his last known address in the United Kingdom and (if a partnership) to the partnership and any one or more of the partners thereof at the Premises or (in any case) at such other address as the Tenant may have notified in writing to the Landlord and (Two) in the case of the Landlord, to the Landlord (if a body corporate) at their Registered or Head Office and (if an individual or partnership) at their last known address in the United Kingdom or (in either case) to such other address as the Landlord may have notified in writing, and any such notice shall be deemed to have been served on the second business day after the date on which the same was posted (excluding weekends and public and statutory holidays). In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Landlord or the Tenant, as the case may be, in accordance with this Clause and posted to the place to which it was so addressed.

12. GOVERNING LAW

12.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of Scotland.

12.2 Subject to Clause 12.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of Scotland have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

12.3 Any party may seek to enforce an order of the courts of Scotland arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any

court of competent jurisdiction.

13. **REGISTRATION**

The Landlord and the Tenant consent to registration hereof for preservation and execution:

IN WITNESS WHEREOF these presents consisting of this and the twenty three preceding pages together with the Schedule annexed and executed as relative hereto are subscribed by the said [redacted]

[redacted] vs:

.....

Signature of Witness

.....

Signature of Rushna Begum

.....

Full name of above (print)

.....

Full name of above (print)

.....

Address of Witness

.....

Date of signing

.....

.....

Place of signing

they are subscribed by the said [redacted] :-

.....

Signature of Witness

.....

Senol Emlek

.....

Full name of witness (print)

.....

Date of signing

.....

Address of Witness

.....

Place of signing

This is the Schedule referred to in the foregoing Lease between (1) Rushna Begum and (2) Senol Emlek relative to 21 South Street, Bo'ness, Midlothian, EH51 9HE

Part 1
The Premises

ALL and WHOLE the subjects at 21 South Street, Bo'ness, Midlothian, EH51 9HE registered in the Land Register of Scotland under Title Number WLN34736;

TOGETHER WITH:

1. all permitted additions, alterations and improvements thereto (except Tenant's and trade fittings and fixtures);
2. the Landlord's fixtures and fittings therein and thereon; and
3. any Conducting Media serving the Premises exclusively;

and reference in the Lease to the Premises shall in the absence of any provision to the contrary include any part or parts of the Premises.

Part 2
The Reserved Rights

There are excepted and reserved to the Landlord and their tenants and all other persons to whom the Landlord may grant such rights:-

1. the right to free and uninterrupted passage and running of water, soil, drainage, gas, electricity, telephone and all other services in and through the Conducting Media now or at any time hereafter lying in, on, under, over or through the Premises;
2. the right to enter upon the Premises, with or without workmen and appliances, on all necessary occasions and on reasonable prior notice (except in case of emergency) for all necessary purposes;
3. the right to enter the Premises, with or without workmen and appliances to do anything that the Landlord are expressly entitled or required to do (or which it reasonably requires to do) under this Lease or under or pursuant to any Legal Requirement or for any other reasonable purpose;
4. the right to erect and/or permit the erection of any new building or to alter, demolish or rebuild and/or permit the alteration, demolition or rebuilding of any building on any land adjacent to, neighbouring or opposite the Premises.