

LEASE

between

SOUTH LANARKSHIRE COUNCIL,
established under the Local Government
etc (Scotland) Act 1994 and having their
Principal Offices at Council Offices, Almada
Street, Hamilton ML3 0AA (hereinafter
referred to as "the Landlords")

and

SOUTH LANARKSHIRE LEISURE
LIMITED, incorporated under the
Companies Acts in Scotland (Registered
Number 2257702) and having its
Registered Office at Council Office, North
Stand, Cadzow Avenue, Hamilton, ML3
OLX and being a charity registered with the
Office of the Scottish Charity Regulator
(Charity Number SC032549) (who and
whose permitted successors and assignees
are hereinafter referred to as "the Tenants")

1. DEFINITIONS AND INTERPRETATIONS

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

"Additional Rights"

means the rights specified in Part Two of
the Schedule;

"Buildings"

means all buildings and other structures on
the Sites together with the pipes, cables,
drains and other service media exclusively
serving said buildings (so far as not publicly
maintained) and all fixtures, fittings, fixed
plant and machinery therein and thereon
except insofar as specifically excluded from

any Site in terms of Part One of the Schedule;

"the Date of Entry"

means First October, Two Thousand and Ten;

"the Duration"

means the period (and including) the Date of Entry to Thirty first March, Two Thousand and Twenty Two;

"Independent Expert"

means a suitably qualified independent person with substantial experience relevant to the dispute in question, such person to be appointed by agreement between the Landlords and the Tenants and failing any such agreement to be appointed on the recommendation of the President for the time being of the Law Society of Scotland on the application of either the Landlords or the Tenants;

"the Insured Risks"

means 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/or such other normal commercial risks and insurances as the Landlords may from time to time deem expedient in respect of the Sites;

"the Planning Acts"

means the Town and Country Planning (Scotland) Acts 1947 to 1997, the Planning (Listed Building 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, the Planning and Compensation Act 1991, and any other legislation from time to time in force relating to planning matters;

"the Plans"

means the plans annexed and signed as relative to this Lease;

"the Reserved Rights"

means the rights reserved to the Landlords as set out in Part Three of the Schedule;

"the Schedule"

means the Schedule of Six Parts annexed as relative hereto which Schedule forms part of this Lease;

"the Sites"

means collectively the subjects (with any buildings or other structures thereon) more particularly described in Part One of the Schedule (each being referred to individually as a "Site");

"Specified Rate"

means the rate of 4 per cent per annum above the Base Rate for the time being of the Bank of Scotland (or such other equivalent rate as the Landlords may

determine in the event that said Base Rate ceases to exist);

"Third Party"

means any party other than the Landlords and the Tenants;

"Third Party Rights"

means the sub-leases, licences and other rights to use the Sites or parts thereof which are listed in Part Four of the Schedule.

1.2 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 two or more persons included in the expression "the Tenants", obligations expressed to be undertaken by the Tenants shall be deemed to be undertaken by such persons jointly and severally. The word "person" shall mean an individual, partnership, company, public authority or any other body whatsoever.

1.2.2. If the Tenants consist of a firm or partnership the obligations of the Tenants 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 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 Tenants comprise more than one person the Landlords shall be entitled to discharge any of the persons so compromised without in any way discharging any of the remaining persons so compromised in terms of this Lease.

- 1.2.3. Any reference to a statute or subordinate legislation shall include any modification, extension, or re-enactment thereof for the time being in force and shall also include all instruments, orders and regulations for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.2.4 Any obligations by the Tenants not to do an act or thing shall be deemed to include an obligation not to agree or suffer to permit such act or thing to be done by any agent, employee, invitee, contractor or others for whom the Tenants are responsible in law.
- 1.2.5 Any reference to an act, omission or default of the Tenants shall be deemed to include an act, omission or default of their sub-tenants, agents, employees, invitees, contractors, licences and others for whom they are responsible in law and/or the Tenants or their sub-tenants' respective predecessors in title.
- 1.2.6 The clause, paragraph and Schedule headings in this Lease are for reference only and shall not affect the construction of interpretation of this Lease.

2. THE GRANT

The Landlords hereby let to the Tenants the Sites together with the Additional Rights but under reservation of the Reserved Rights and subject to the Third Party Rights and that for the Duration (but subject to Clauses 8 [and 13] hereof) at a rent of ONE POUND STERLING (£1) per annum payable only if asked.

3. RENT AND OTHER PAYMENTS

The Tenants bind and oblige themselves during the entire Duration to pay the rent above mentioned (if asked) and 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 or in respect of the Sites (other than taxes payable in respect of the Landlords' dealings with its interest in the Sites) together with any Value Added Tax and/or any other tax or charge of a similar nature as shall be properly chargeable in respect of all monies undertaken to be paid by the Tenants under this Lease all of which monies are for the avoidance of doubt expressed exclusive of Value Added Tax or such other tax as aforesaid.

4. REPAIR AND MAINTENANCE

- 4.1 The Tenants accept the Sites and the Buildings thereon in their present condition and undertake to carry out throughout the Duration the works of cleaning, decoration, maintenance and repair of the Sites and the Buildings thereon as specified in Part Five of the Schedule (subject to Clause 4.3 hereof)
- 4.2 The Landlords undertake to carry out at their own cost those works of cleaning, decoration, maintenance, repair and reinstatement of the Sites and the Buildings thereon pertaining thereof all as specified in Part Six of the Schedule (subject to Clause 4.3 hereof).
- 4.3 If any works or repair or reinstatement are required as a result of damage caused by any Insured Risk then the provisions of Clause 9 shall apply for the purposes of determining the respective responsibilities of the Landlords and the Tenants for such works.
- 4.4 If either the Tenants or the Landlords shall fail to carry out timeously any works for which they are responsible in terms of this Clause 4 then the other party may, on giving at least 14 days' written notice, carry out such work themselves and the costs properly incurred thereby shall be recoverable on demand from the party in default with interest at the Specified Rate from the date of demand until payment.

5. TENANTS OTHER OBLIGATIONS

- 5.1 Throughout the Duration the Tenants shall in relation to the Sites comply at their own expense with the provisions and requirements of all European Union and United Kingdom statutes and subordinate legislation, regulations and directives, and any notices and directions issued thereunder (including without prejudice to the foregoing generality the Planning Acts, the Factories Act 1961, the Offices, Shops and Railway Premises Act 1963, the Fire (Scotland) Act 2005, the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Disability Discrimination Act 1995, the Control of Asbestos Regulations 2006 and the Construction (Design and Management) Regulations 1994) and shall comply likewise with the whole provisions contained in the title deeds relating to the Sites and all requirements or regulations of the Landlords' insurers or of any competent authority relating to the Sites and their use and that whether the said provisions are imposed on the owner or the occupier of the Sites but the foregoing obligations are without prejudice to the obligations of the Landlords under Clauses 4.2 and 9.
- 5.2 Without prejudice to Clause 5.3 below the Tenants shall not make or permit to be made any alterations or additions to the Sites or the Buildings nor place or permit to be placed on the Sites any additional erection or building except in each case with the prior written consent of the Landlords and in accordance with such conditions as the Landlords may impose and only in accordance with plans and specifications approved in writing by the Landlords in advance, which consent and approval shall not be unreasonably withheld and shall be deemed to be granted where such alterations or additions are required to enable implementation of a business plan prepared by the Tenants and previously approved by the Landlords but subject always to the Landlords' approval (not to be unreasonably withheld) for any detailed plans and specifications not included in such business plan.

- 5.3 The Tenants shall be entitled to carry out internal alterations of a non-structural nature to the Buildings without requiring prior approval of the Landlords.

6. AUTHORISED USE

The Sites shall be used only for the provision or assistance of the provision of facilities for cultural and community activities for the general public in or in connection with the South Lanarkshire area and its neighbourhood and purposes ancillary thereto. The permitted use will include the provision of visitors' attractions, retail outlets, licensed and non-licensed eating facilities, public information services and children's play facilities.

7. ALIENATION

- 7.1 The Tenants shall not assign this Lease in part or whole nor sub-let all or any of the Sites or any part(s) thereof nor part with or share possession or occupation of the whole or any part of the Sites except in accordance with Sub Clause 7.2.

- 7.2 Notwithstanding the provisions of Sub Clause 7.1 above the Landlords' prior consent shall not be required for the following:-

- (i) the continuation or renewal of any of the Third Party Rights for a period not exceeding two years;
- (ii) the granting of subleases or licences not exceeding two years' duration of any bar facilities, catering facilities, retail premises, offices or other accommodation forming part of the Sites but designed for separate occupation and use;
- (iii) the issuing to any organisation or to members of the public of licences, permits, season tickets, yearly memberships or other similar rights in relation to any of the facilities comprised in any of the Sites.

- 7.3 Subject as aftermentioned, where the Landlords hold the tenants' interest in respect of a lease ("the Head Lease") of any of the Sites the Tenants shall observe and perform all non-monetary agreements, obligations, burdens, conditions and others contained or referred to in the Head Lease (except insofar as the same are the responsibility of the Landlords in terms of this Lease) so far as they are applicable to the Sites and the Tenants shall keep the Landlords indemnified against all actions, proceedings, costs, claims and demands in any way relating thereto. Declaring that the foregoing obligations shall be qualified in the event that there is a Business Plan Review pursuant to Clause 4.9 to 4.12 of the Funding Agreement (entered or to be entered into between the Landlords and the Tenants) in terms of clause 6.7 of the Transfer Agreement (entered or to be entered into between the Landlords and the Tenants) but only to the extent appropriate as a result of such Business Plan Review.

8. LANDLORDS' OPTION TO TERMINATE

- 8.1 The Landlords have the option to terminate this Lease in respect of each of the Sites or (subject to Clause 8.2 below) any parts thereof on giving to the Tenants not less than six months' prior written notice ("Option Notice") but such option shall be subject to the remaining provisions of this Clause.
- 8.2 The Landlords' option to terminate in respect of part only of a Site under Clause 8.1 may be validly exercised only for the purpose of redevelopment by, or other operational purposes of, the Landlords including but without prejudice to that generality in the event of legislation being passed removing either in whole or in part the National Non-Domestic Rates relief available in respect of the Properties to enable servitude or other heritable and irredeemable rights to be granted to a third party over the Site or part thereof.
- 8.3 If the Landlords' option is exercised in respect of part only of a Site the Tenants may within two months of the date of the Option Notice, give notice ("a Counter Notice") that they consider that the remainder of the Site cannot viably be operated for the authorised use in terms of Clause 6 of this Lease,

and unless within one month of the date of such Counter Notice the Landlords require the matter to be determined by the Independent Expert in terms of Clause 8.4, then the option shall be deemed to be exercised in respect of the whole of that Site. In the absence of any such notice from the Tenants this Lease shall continue in respect of the remainder of that Site.

- 8.4 If the Tenants serve a Counter Notice under Clause 8.3 then the Landlords may within one month of the date of that Notice, require the Independent Expert to determine whether or not that Site can viably be operated for the authorised use following the partial termination of the Lease thereof in accordance with the Landlords' Option Notice. The Landlords and the Tenants shall be entitled to make submissions to the Independent Expert in writing and the decision of such Independent Expert shall be final and binding on the parties. The costs of the Independent Expert shall be borne in such proportions as he shall direct and failing any such direction they shall be borne by the Landlords and the Tenants in equal shares.
- 8.5 The date of termination of the Lease in respect of a Site or part thereof pursuant to the exercise of the Landlords' option shall be the date specified in the relevant Option Notice or such other date as may be agreed. On the date of termination the Tenants shall deliver to the Landlords a Partial Renunciation or Renunciation of this Lease relative to the Site or Sites in question and as from such date of termination the provisions of this Lease shall cease to apply to the Site or Sites in question or relevant part thereof but (in the case of partial renunciation) the Lease shall otherwise continue in full force and effect subject to such variations as the Landlords and Tenants (both acting reasonably) may agree are required as a consequence of the subdivision of the Site or Sites or Buildings.
- 8.6 The Landlords may exercise their Option under this Lease on as many occasions as they wish (but subject to Clause 8.2 above) until the Lease has been terminated in respect of the whole of the Sites.

- 8.7 The Landlords will free, relieve and indemnify the Tenants against all losses, claims, damages and expenses reasonably and properly incurred by the Tenants as a result of each exercise of the Option.

9. INSURANCE AND REINSTATEMENT

- 9.1 The Landlords shall keep the Sites and the Buildings thereon constantly insured against loss or damage by or in consequence of the Insured Risks in their full reinstatement value (as determined by the Landlords) 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 Sites and the Buildings or any part thereof and any Value Added Tax properly chargeable on such costs and others all in the name of the Landlords (and such other names as the Landlords may require) and with the interest of the Tenants noted thereon. If requested by the Tenants the Landlords shall provide the Tenants with a summary of the risks insured against and amount of cover provided by the Landlords' insurances.
- 9.2 If and whenever during the Duration any Site and/or Buildings are damaged or destroyed by any of the Insured Risks (and provided always that the relative policy or insurance is not vitiated nor payment of any of the policy monies refused in whole or in part by reason of any act, omission or default of the Tenants, unless the Tenants have made good the same) then as soon as reasonably practicable the Landlords shall, subject to all requisite statutory or other consents being obtained, apply all monies received under the policy of insurance (other than monies in respect of property owners' and third party liability insurance) in reinstating as soon as practicable the Sites and the Buildings or such parts as shall have been so destroyed or damaged to provide accommodation and facilities approximately equivalent to that which existed prior to such damage or destruction and shall make good from their own resources any shortfall in the monies required to carry out such reinstatement save where any shortfall is caused by the negligent act or default of the Tenants.

9.3 This Lease shall not be determined by reason of any damage to or the destruction in whole or in part of any of the Sites or Buildings thereon by the Insured Risks or otherwise but shall nevertheless continue in full force and effect provided however that without prejudice to the foregoing, in the event that any of the Sites or the Buildings 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 such destruction or damage shall not have been made good within a period of three years following its occurrence then either the Landlords or the Tenants may terminate this Lease in respect of the Site in question by giving written notice within six months of the expiry of said three year period and this Lease shall terminate in respect of such Site on the date of any such notice but without prejudice to any claims by either party in relation to any prior breach of the obligations under this Lease and if either party so requires, the parties shall enter into a Deed of Variation and/or Partial Renunciation of this Lease as appropriate.

9.4 The Tenants shall throughout the Duration comply with all requirements of the insurers in relation to the Sites as notified to the Tenants from time to time including (without prejudice to that generality) the provision and maintenance of all necessary fire fighting equipment.

9.5 Throughout the Duration the Tenants shall maintain in force insurance against third party liability in relation to the Sites and shall also effect and maintain insurance against all normal commercial risks in respect of the furniture, equipment, stock and other goods within the Buildings in the full replacement value thereof. The Tenants shall on request exhibit evidence to the Landlords of their compliance with these provisions.

10. IRRITANCY

10.1 If any monies due by the Tenants to the Landlords under this Lease shall remain unpaid for 14 days after demand or if the Tenants shall fail to perform or observe any of the other obligations undertaken by them in this Lease or if

the Tenants (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 Tenants (being a company with unlimited liability) apply to limit their liability or in the event that the Tenants 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 Landlords by notice to bring this Lease to an end forthwith without any declarator or process of law to that effect and to remove the Tenants from possession of the Sites, and repossess and enjoy the same as if this Lease had not been granted and that without prejudice to any other remedy of the Landlords in respect of any antecedent breach of any of the Tenants' obligations hereunder, and under reservation of all rights and claims competent to the Landlords in terms of this Lease, which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the Bar.

- 10.2 In the case of a breach, non-observance or non-performance by the Tenants which is capable of being remedied, the Landlords shall not exercise any such option of forfeiture unless and until they shall first have given written notice to the Tenants 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 Landlords shall stipulate in the notice which in the case of monetary payments shall be a period of 14 days only from the date of service of the notice) and the Tenants shall have failed to remedy the same within said period.

11. NOTICES

- 11.1 All notices which require to be 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 Tenants, to the Tenants (if a body

corporate) at their Registered or Head Office and (if an individual or partnership) at the Tenants' last known address in the United Kingdom or (in any case) at such other address as the Tenants may have notified in writing to the Landlords and (Two) in the case of the Landlords, to the Chief Executive, South Lanarkshire Council, Almada Street, Hamilton, ML3 0AA and/or to such other address as the Landlords may have notified in writing, and any such notice shall be deemed to have been served on the second business day after the date of 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 Landlords of the Tenants, as the case may be, in accordance with this Clause and posted to the place to which it was so addressed.

12. STAMP DUTY LAND TAX

The Tenants shall be responsible for the payment of the Stamp Duty Land Tax (if any) payable on any land transaction pursuant to which this Lease is entered into.

13. RELIEF FROM OBLIGATIONS

The Tenants shall be relieved of their obligations to deliver the Services in terms of (and as defined in) the Funding Agreement (entered or to be entered into between the Landlords and the Tenants) and their obligations under this Lease in respect of the Site or part(s) of the Site (as appropriate) if during the Duration:-

- (i) the Site or any part(s) of the Site are destroyed by any of the Insured Risks; or
- (ii) the Landlords or any Third Party in right of any Third Party Rights or any other valid right obstruct or restrict the Tenants' access to the Site or any part(s) of the Site;.

- (iii) the Tenants' obligations under the Lease are breached by the Landlords or by virtue of a Third Party exercising a Third Party Right or other valid right in respect of the Site or part(s) of the Site.

but only insofar as it affects the Tenants' ability to deliver the Services and/or their ability to comply with their obligations under the Lease (as appropriate). If any of the events or circumstances referred to in this Clause 13 gives rise to an additional liability not identified by the Business Plan for the relevant Annual Period of Funding (as those terms are defined within the said Funding Agreement) or any other unforeseen costs, then the Tenants shall be entitled to request a Business Plan Review pursuant to Clauses 4.9 to 4.12 of the said Funding Agreement.

15. INTERPOSED LEASE

The Landlords and the Tenants hereby acknowledge that this Lease is an interposed lease in terms of Section 17 of the Land Tenure Reform (Scotland) Act 1974 in respect of the part(s) of the Site affected by the Sublease(s)

referred to in Part Four of the Schedule.

16. REGISTRATION

The Landlords and the Tenants consent to registration hereof for preservation and execution: IN WITNESS WHEREOF this Lease typewritten on this and the preceding fifteen pages together with the Schedule in six parts together with the plans annexed as relative hereto has been executed by the Parties hereto as follows:-

They are sealed with the Common Seal of us the said SOUTH LANARKSHIRE COUNCIL and SUBSCRIBED BY [REDACTED] and as such a Proper Officer duly authorised to sign this Agreement at Hamilton on the Thirtieth day of September Two thousand and ten.

.....
[REDACTED]
Authorised Signatory

SIGNED for and on behalf of the said SOUTH LANARKSHIRE LEISURE LIMITED by [REDACTED] one of their Directors and by [REDACTED] together at Hamilton on the Thirtieth day of September Two thousand and ten.

.....
[REDACTED]
Director

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING LEASE
BETWEEN SOUTH LANARKSHIRE COUNCIL AND SOUTH LANARKSHIRE
LEISURE LIMITED

PART ONE
THE SITES

PART TWO
ADDITIONAL RIGHTS

1. Right of access and egress for pedestrians and vehicles to and from the Sites over any existing roads and footpaths serving the Sites and located in land belonging to the Landlords (including access over any routes outwith the Sites which are shown coloured blue on the Plan).
2. The following additional rights namely:-

In exercising the forgoing rights the Tenants will:-

1. make good on demand all damage caused to the Sites by reason of the exercise of the rights to the reasonable satisfaction of the Landlords;
2. procure that the rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Landlords and others using the Sites;
3. indemnify the Landlords in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the rights; and
4. comply with the provisions of this Lease insofar as applicable to the use of such rights.

PART THREE
THE RESERVED RIGHTS

1. There are expected and reserved to the Landlords and all other persons to whom the Landlords may grant such rights:-

1.1 right of access and egress for vehicles and pedestrians over any access roads or paths within the Sites which are shown coloured blue on the plan.

1.2. right of access over the Sites and the Buildings so far as reasonably necessary for the Landlords to discharge their obligations under Clause 4.2 and Clause 9 of the foregoing Lease.

1.3. rights of occupy and use any reserved storage areas within the Sites as specifically identified on the Plan with right of access and egress to and from the same over the remainder of the relevant Site(s).

all such rights to be exercised so as to minimise any disruption to the Tenants' use of the Sites and subject to an obligation to make good any damage caused to the Sites or the Buildings or any goods, stock or equipment thereon and therein.

3. There are reserved to all statutory undertakers rights of wayleave for all existing supply pipes, cables, drains and other service media within the Sites with all necessary rights of access to the same for the purpose of inspection, maintenance, repair and renewal thereof subject always to minimising any disruption to the Tenants and making good all damage caused thereby.

4. There are reserved to the Landlords throughout the Duration:-

In exercising the forgoing rights the Landlords will:-

- 1 make good on demand all damage caused to the Sites by reason of the exercise of the rights to the reasonable satisfaction of the Tenants;
- 2 procure that the rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Tenants and others using the Sites;
- 3 indemnify the Tenants in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the rights; and
- 4 comply with the provisions of this Lease insofar as applicable to the use of such rights.

PART FOUR
THIRD PARTY RIGHTS

PART FIVE
TENANTS' MAINTENANCE OBLIGATIONS

Buildings

1. To keep the internal non-structural parts of all Buildings clean and tidy and in a good and tenantable condition so as to be suitable for their relevant operational use (fair wear and tear excepted) and to decorate such parts as reasonably necessary including (without prejudice to that generality):-
 - (i) all floor and ceiling coverings (including suspended ceiling and ceiling tiles) wall coverings and other internal decorative finishes;
 - (ii) all internal non structural partitions and walls and internal doors;
 - (iii) all plant and equipment and Landlords' sanitary fittings and plumbing within the Buildings;
 - (iv) all pipes, cables, drains and sewers within the Buildings.
2. To repair and replace when broken all glass and other glazing materials in all windows and skylights of the Buildings (other than glass cladding which forms the main external finish of the Building).
3. To collect and dispose of any litter, rubbish or waste in or immediately adjacent to the Buildings on a regular basis.

PART SIX
LANDLORDS' MAINTENANCE OBLIGATIONS

1. Buildings

1.1 To maintain and repair and when necessary reinstate the exterior and all structural parts of the Buildings and to keep the same wind and watertight and in good tenable condition (normal fair wear and tear excepted). Without prejudice to the foregoing generality, the Landlords shall be responsible for maintenance, repair and renewal of:-

- (i) the foundations, roof, external walls (including glass cladding which forms the main external finish of any Building) and internal load bearing walls and beams of the Buildings;
- (ii) the pipes, drains, cables and other underground services insofar as located outwith the Building;
- (iii) all structural steelwork, window frames, joists and other structural parts of the Buildings (excluding screeds and finishes but including ramps and staircases);

1.2. To carry out all external decoration of the Buildings (including window frames, rhones, downpipes and external doors and other woodwork) as often as necessary to keep the Buildings in good tenable condition.

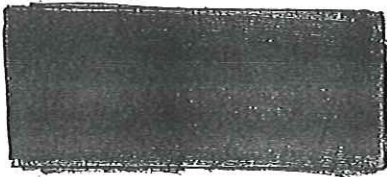
2. External Areas

2.1 To maintain, repair and when necessary reinstate all access roads, kerbs, car parks, paths and other hard landscaping within the Sites and all vehicular or pedestrian routes over which the Tenants are given specific rights in terms of Part 2 of the Schedule (but excluding the day to day cleaning of areas immediately adjacent to any Building).

- 2.2. To maintain, repair and when necessary, renew any soft landscaped or garden areas within the Sites and to keep the same in a clean and tidy condition.
- 2.3. To carry out the regular collection and disposal of litter, rubbish or waste from gardens and hard and soft landscaped areas referred to above.

3. General

To carry out all of the foregoing obligations in a good and workmanlike manner all to the reasonable satisfaction of the Tenants.



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