

27559/23 027559/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'



A5F4GV2X

A12 08/09/2016 #332

COMPANIES HOUSE

AJC91ZNM*

A19 27/08/2016 #47

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT**
You may not use this form
to register a charge where the
instrument Use form MR01

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 9 3 7 5 8 4 9

Company name in full Liberty Living Investments Nominee 2 Limited

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 4 m 0 m 8 y 2 y 0 y 1 y 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name The University Court of the University of Edinburgh

Name

Name


Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	Subjects at 4-6 Murano Place, Edinburgh	Please limit the description to the available space
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue	
	<input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	¹ This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature	Signature X  X	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name
Scott Geekie

Company name
Lindsays

Address
Caledonian Exchange

19A Canning Street

Post town
Edinburgh

County/Region

Postcode
E H 3 8 H E

Country

DX

Telephone
0131 656 5599



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

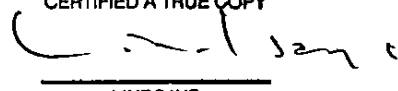
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

CERTIFIED A TRUE COPY


LINDSAYS
CALEDONIAN EXCHANGE
19A CANNING STREET
EDINBURGH EH3 8HE

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LINDSAYS
CALEDONIAN EXCHANGE
19A CANNING STREET
EDINBURGH EH3 8HE

**LIBERTY LIVING INVESTMENTS GP2 LIMITED (AS GENERAL PARTNER FOR AND
NOMINEE OF LIBERTY LIVING INVESTMENTS 2 LIMITED PARTNERSHIP) and
LIBERTY LIVING INVESTMENTS NOMINEE 2 LIMITED (AS NOMINEE OF LIBERTY
LIVING INVESTMENTS 2 LIMITED PARTNERSHIP)**

in favour of

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH

STANDARD SECURITY

Premises 4 – 6 Murano Place, Edinburgh, EH7 5HH

Title number: MID116511



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9375849

Charge code: 0937 5849 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2016 and created by LIBERTY LIVING INVESTMENTS NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2016.

8

Given at Companies House, Cardiff on 16th September 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We, LIBERTY LIVING INVESTMENTS GP2 LIMITED incorporated under the Companies Acts (registered number 09375868) having its registered office at Level 32, 30 St Mary Axe, London, EC3A 8BF as general partner of and nominee for Liberty Living Investments 2 Limited Partnership, registered under the Limited Partnerships Act 1907 (registered number LP016430) having its registered office at Level 32, 30 St Mary Axe, London, EC3A 8BF and LIBERTY LIVING INVESTMENTS NOMINEE 2 LIMITED incorporated under the Companies Acts (registered number 09375849) having its registered office at Level 32, 30 St Mary Axe, London, EC3A 8BF as nominee for the said Liberty Living Investments 2 Limited Partnership ("**the Debtor**") in security of the performance of the obligations of the Debtor to THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, incorporated under the Universities (Scotland) Acts, having its Principal Office at Old College, South Bridge, Edinburgh as also operating from Accommodation Services, Pollock Halls of Residence, 18 Holyrood Park Road, Edinburgh, EH16 5AY (and also a registered Scottish Charity (Charity Number SC005336)) (being hereinafter referred to as "**the Creditor**") in terms of the Irritancy Protection Agreement between the Debtor and the Creditor dated on or around the date hereof ("**the Obligations**") HEREBY GRANT a Standard Security in favour of the Creditor over ALL and WHOLE those subjects at 4 - 6 Murano Place, Leith, Edinburgh EH7 5HH, being part of the subjects registered in the Land Register of Scotland under Title Number MID116511 ("**the Parent Title**"), but that under exception of (1) those two areas shown outlined and hatched in blue on the plan annexed and signed as relative hereto and (2) the area outlined and hatched purple on the said plan, the subjects hereby secured being that part of the Parent Title as is described as the Premises in the Lease between Ziggurat (Murano) LLP and Ziggurat Student Living (Murano) LLP dated 7 September 2015, a copy of which is annexed and signed as relative hereto, and which lease is registered in the Books of Council and Session on 16 December 2015 and is presently undergoing registration in the Land Register of Scotland under Title Number MID165107 ("**the Head Lease**") (but for the avoidance of doubt, the subjects hereby secured are not the tenant's interest in the said lease) ("**the Subjects**"), The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply save that the Debtor and the Creditor hereby agree that the said Standard Conditions shall be varied as follows (One) Standard Conditions 1 to 5 (inclusive), 7 and 12 shall be excluded, save that the Debtor will be personally liable to the Creditor for all expenses reasonably incurred by the Creditor in calling up this standard security and realising or attempting to realise the Subjects, or any part thereof, and exercising any other powers conferred on the Creditor by this standard security, (Two) Standard Condition 8 is varied so that the Creditor shall not be entitled to serve a calling up notice except in the circumstance of non-performance of the Obligations, and (Three) Standard Condition 9 is so varied so that the Debtor shall only be held to be in default on non-performance of the Obligations, And we grant warrandice but excluding therefrom (1) the Head Lease (2) the Lease between Ziggurat (Murano) LLP and Energetics Electricity Limited dated 10 and 27 April 2015 and registered in the Books of Council and Session on 3 September 2015, and registered in the Land Register under Title Number MID160250, and (3) the Lease between Standard Life Pension Funds

Ltd and South of Scotland Electricity Board dated 21 May and 26 September, both in the year 1984 and registered in the Books of Council and Session on 9 October 1984 IN WITNESS WHEREOF these presents comprising this and the preceding page together with the plan and copy lease annexed and signed as relative hereto are signed for and on behalf of the Debtor as follows

SUBSCRIBED for and on behalf of the said LIBERTY LIVING INVESTMENTS GP2 LIMITED (as General Partner for and Nominee of Liberty Living Investments 2 Limited Partnership) and LIBERTY LIVING INVESTMENTS NOMINEE 2 LIMITED (as Nominee of Liberty Living Investments 2 Limited Partnership)

at EDINBURGH

on 12 AUGUST 2016

by

CHARLES HOWE MARSHALL

Print Full name

before this witness

EVAN ANDREW MCLURG

Print Full Name

Address

15 ATHOL CRESCENT

EDINBURGH EH3 8HA

CHARLES HOWE MARSHALL

Print Full name

before this witness

EVAN ANDREW MCLURG

Print Full Name

Address

15 ATHOL CRESCENT

EDINBURGH EH3 8HA

LIBERTY LIVING INVESTMENTS NOMINEE
2 LIMITED Authorised Signatory

Witness

LIBERTY LIVING INVESTMENTS GP2
LIMITED Authorised Signatory

Witness

LANDSCAPE PLAN

ALLANED

MURANO PLACE

AMPHION LANE

ALBERT STREET

BROWN STREET

ALBERT STREET

BLOCK A

BLOCK B

THIS IS THE PLAN RELATED TO
THE FOREGROUND (HARDWARE)

SECURITY BY CLEVERLY LIVING INVESTMENTS GROUP LIMITED
ITS GENERAL PARTNER AND
NOMINEE INVESTMENT
AND CLEVERLY LIVING INVESTMENT
NOMINEE 2 LIMITED AS
NOMINEE INVESTMENT
IN FAVOR OF THE UNIVERSITY
COVER OF THE UNIVERSITY
OF GIBRALTAR

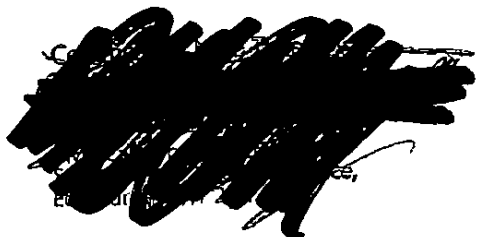


Z(M)
-ZSL

zigzag unit
STUDENT LIVING

MURANO PLACE, GIBRALTAR
ZIGZAG UNIT, LTD
TITLE PLAN

CAO ARCHITECTS
2011/12



CMS

Land Tax

DATE: SEPTEMBER 2015

LEASE

Between

ZIGGURAT (MURANO) LLP

and

ZIGGURAT STUDENT LIVING (MURANO) LLP

Property: 4-6 Murano Place, Edinburgh, EH7 5HH

Parent Title Number: MID116511

COPY
THIS IS THE LEASE REFERRED TO IN THE FOREGOING, STANDARD
SECURITY BY LIBERTY LIVING INVESTMENTS GP2 LIMITED AS
GENERAL PARTNER THEREINMENTIONED AND LIBERTY LIVING
INVESTMENTS NOMINEE 2 LIMITED AS NOMINEE THEREINMENTIONED
IN FAVOUR OF THE UNIVERSITY COURT OF THE UNIVERSITY

CMS Cameron McKenna LLP
191 West George Street
Glasgow
G2 2LD
T +44 141 222 2200
F +44 141 222 2201

OF EDINBURGH

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Particulars referred to in the following Lease of this date between **Ziggurat (Murano) LLP** (as landlord) and **Ziggurat Student Living (Murano) LLP** (as tenant) relative to subjects at 4-5 Murano Place, Edinburgh EH7 5HH

Particulars

Landlord:	ZIGGURAT (MURANO) LLP , a Limited Liability Partnership incorporated in Scotland whose registered office is at Elm Lodge, 40 Bakbank Road, Dalkeith EH22 3BT (Partnership Number: SO304608), and their successors and assignees whomsoever from time to time to their interest as landlords in this Premises
Tenant:	ZIGGURAT STUDENT LIVING (MURANO) LLP , a Limited Liability Partnership incorporated in Scotland whose registered office is at Elm Lodge, 40 Bakbank Road, Dalkeith EH22 3BT (Partnership Number: SO304917) and their successors and assignees whomsoever from time to time to their interest as tenants under this Lease
Premises:	ALL and WHOLE the managed residential development at 4-6 Murano Place, Edinburgh, EH7 5HH, constructed on part of the Larger Property, being the subjects more particularly described in Part 1 of the Schedule;
Contractual Term:	Twenty (20) years and fourteen (14) days, from and including the Term Commencement Date to and including 20 September 2035;
Term Commencement Date:	7 September 2015 notwithstanding the date or dates hereof;
Rent Commencement Date:	the Term Commencement Date or such later date as may be mutually agreed in writing between the Landlord and the Tenant, and that notwithstanding the date or dates hereof;
Initial Minimum Rent:	the yearly rent of ONE POUND (£1) STERLING;
Permitted Use:-	use as student and academic staff accommodation (including residential wardens) and for the purposes of short term holiday lets, and the ancillary provision and operation of services to include (but without limitation) launderette facilities, broadband and telephony services, and bicycle storage facilities

The Landlord (as defined in the Particulars) and the Tenant (as defined in the Particulars) DO HEREBY CONTRACT AND AGREE as follows

1. INTERPRETATION

1.1 Particulars

In this Lease the words and expressions contained in the Particulars have the meanings specified in the Particulars but as further defined (if applicable) in Clause 1.2 and elsewhere in this Lease

1.2 Definitions

In this Lease (unless the context otherwise requires) the following words and expressions have the following meanings:-

"Block C" means the area outlined and hatched purple on the Plan,

"Buildings" the buildings and external areas (if any) shown outlined in blue on the Plan, being part of the Larger Property at the date of this Lease and any future buildings or structures,

"Common Parts" means all parts of the Larger Property from time to time provided for the common use of the tenant and/or one or more occupiers of the Larger Property and their visitors, including, without limitation, any of the following which fall within this definition. vehicular and pedestrian accesses, passages, car parking, loading bays, refuse collection and disposal areas;

"Conduits" means sewers, drains, gutters, ducts, pipes, wires, cables, watercourses and other conducting media and also manholes, inspection chambers, tanks and apparatus used in conjunction with them,

"External Decorating Year" means the fifth year of the Term and each succeeding fifth year during the Term,

"Guarantor" means a person (if any) who guarantees any or all of the Tenant's Obligations under this Lease,

"Group Company of the Landlord" means a company which is the holding company of the Landlord or a subsidiary of the Landlord or of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 1159 of the Companies Act 2006),

"Group Company of the Tenant" means a company which is the holding company of the Tenant or a subsidiary of the Tenant or of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 1159 of the Companies Act 2006;

"Insurance Rent" means the cost to the Landlord (before any commission) of insuring.

- (a) against Loss of Rents for such period and in such amount as the Landlord from time to time reasonably requires;
- (b) against public liability of the Landlord in connection with any matter relating to the Premises, or the occupation or use of the Premises by the Tenant or anyone at the Premises with the express or implied authority of the Tenant; and
- (c) the Premises against the Insured Risks for their full reinstatement cost, including the costs of shoring up demolition and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement.

architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT,

"Insured Risks" means fire, storm, tempest, lightning, aircraft and articles falling from them except in times of war, riot, civil commotion, malicious damage, impact by road vehicles, flood, burst and overflow of water pipes and such other risks, including terrorism, as the Landlord may insure against from time to time but excluding any risk against which the Landlord does not insure because cover is not ordinarily available in the London insurance market or is only available in that market subject to conditions or at a premium which the Landlord reasonably considers unacceptable,

"Insurers" means the insurers from time to time of the Premises,

"Internal Decorating Year" means the third year of the Term and each succeeding third year during the Term,

"Interest" means interest at the Interest Rate (both before and after any judgement) accruing on a daily basis and compounded with quarterly rests on the Quarter Days;

"Interest Rate" means the base lending rate from time to time of The Royal Bank of Scotland Plc or such other bank (being a member of the Committee of London and Scottish Bankers) as the Landlord may from time to time nominate in writing or (if base lending rates of banks forming such Committee cease to be published or the Committee ceases to exist) such other comparable rate of interest as the Landlord reasonably specifies plus in each case 3%,

"Landlord's Accountant" means any person from time to time appointed by the Landlord (who may be an employee of the Landlord) to carry out accounting or auditing functions in connection with the Turnover Rent (defined in Part 5 of the Schedule to this Lease) and who is a qualified chartered accountant or certified accountant or if a limited company or partnership is one practising principally as a chartered accountant or a certified accountant;

"Landlord's Expenses" means solicitors', counsels', surveyors' and other consultants' and professionals' fees and costs, professional fees and commissions payable to Messengers-at-Arms or Sheriff Officers and Landlord's management charges including all disbursements;

"Landlord's Policies" means all insurance policies put and kept in place by the Landlord in terms of Clause 5 2.1, to the extent relating to the Premises or risks associated with it (but not to any other building or property),

"Landlord's Works" means the works to build and maintain student residential accommodation and all works connected thereto,

"Landlord's Representative" means the Landlord's Surveyor or any other person the Landlord from time to time appoints to represent it with regard to this Lease,

"Landlord's Surveyor" means any person from time to time appointed by the Landlord to carry out surveying and/or management functions relating to the Premises,

"Larger Property" means ALL and WHOLE the subjects known as 4-6 Murano Place, Edinburgh, EH7 5HH, being the subjects registered in the Land Register of Scotland under Title Number MID116511 and comprising Block C and the Premises and the Substations;

"Law" means Act of Parliament, statutory instrument, regulation, bye-law, requirement of a competent authority, statutory body, utility company or authority, common law or regulation, directive or mandatory requirement of the European Union,

"this Lease" means this lease as varied from time to time together with any document which is supplemental to or collateral with or entered into pursuant to it;

"Lender" means any holder and/or beneficiary under a charge granted by the Landlord and/or any superior landlord over (1) the Premises or (2) inter alia the Premises;

"Liability" means all actions, proceedings, costs, claims, demands, losses, expenses and liabilities,

"Loss of Rent" means loss of Rents (and any VAT chargeable in respect of Rent or Rents) for 3 years and in such amount as the Landlord may from time to time require,

"Maintenance Costs" means the costs incurred by the Tenant (or on behalf of the Tenant) in the management, maintenance, repair and decoration of the Premises by the Tenant or on behalf of the Tenant in accordance with this Lease and the Relevant Criteria so as to create and maintain the reputation of the Premises and secure the best market rental income reasonably obtainable in the market and so as to preserve the capital value of the Landlord's interest, and the term "manage" shall be construed accordingly,

"Management Fees" means all fees payable to the Manager in respect of the direct and/or outsourced management of the Premises (together with any Value Added Tax chargeable thereon) in such sums as agreed between the Landlord and the Tenant from time to time,

"Manager" means the Tenant or such independent managing agent(s) appointed by the Tenant from time to time to manage the Premises,

"Neighbouring Property" means Other Property and any land or buildings adjoining or near to the Premises,

"Nominations Agreement" a nominations agreement in respect of the Premises (or part thereof) between the Tenant and the University;

"Occupier" means the Tenant, any sub tenant, any other occupier of the Premises authorised by the Tenant, any contractor or agent of any of the foregoing and any person for whom any of the foregoing are responsible;

"Operating Costs" means the following costs and expenses incurred (or in respect of any projected costs or expenses, to be incurred) by or on behalf of the Tenant in the ordinary course of its business in relation to the Premises (without any double counting).-

- (a) the Outgoings and Taxes and all operating costs and expenses in relation to the Premises (including, without limitation, amounts payable in respect of the day to day upkeep and operation of the Premises, insurance premiums, uniform business rates and council taxes, the provision of services and utilities costs, marketing and advertising costs, an equitable contribution to the costs of hosting and maintenance of the website in respect of the Premises, office costs, bad debt costs, TV licensing costs (in so far as not the responsibility of individual sub-tenants), and the costs of obtaining and renewing houses in multiple occupation licences in respect of the Premises) or by way of administration costs in relation to the Tenant (including unrecoverable VAT), and
- (b) all other costs and expenses which the Tenant notifies the Landlord are Operating Costs,

"Other Property" means any land or buildings other than the Larger Property in which the Landlord or a Group Company of the Landlord has an interest,

"Outgoings" means all present and future rates, taxes, duties, charges, assessments, impositions, and outgoings (whether or not of a capital or non-recurring nature and including any of a novel nature),

"Particulars" means the details appearing at the front of this Lease under the heading "Particulars" and which Particulars shall be held to form part of this Lease;

"Plan" means the plan contained in Part 6 of the Schedule,

"President" means the Chairman or Senior Office Holder for the time being of the RICS in Scotland or any person authorised to act on his behalf,

"Quarter Days" means 18th January, 18th April, 18th July and 18th October in each calendar year, or such other payment dates (being no more frequently than 4 dates in any one year) as the Landlord may from time to time intimate to the Tenant in writing, and "Quarter Day" means any one of them;

"Relevant Criteria" means -

- (a) in accordance with good current market practice taking into account investment practice criteria including prevailing market conditions, the nature, size, type and location of the premises to be leased, and the obligations of the Tenant under this Lease;
- (b) in accordance with the principles of good estate management and risk management, and
- (c) in the best commercial interests of the Landlord as owner of the heritable interest in the Premises under this Lease,

"Rent" means the Initial Minimum Rent,

"Rents" means all sums made payable by the Tenant in terms of Clause 2,

"RICS" means the Royal Institution of Chartered Surveyors or any institution association or other body of which (by reason of amalgamation or otherwise and whether or not retaining a separate identity) the Royal Institution of Chartered Surveyors may become a constituent part or which may replace it,

"Schedule" means the six part schedule annexed and executed as relative hereto, and which Schedule shall be held to form part of this Lease,

"Self-Evidencing Manner" means when referring to the manner of execution of any document or deed means executed in such a manner as will comply with the requirements of Sections 3, 7, 8 and Schedule 2 of the Requirements of Writing (Scotland) Act 1995,

"Service Media" means Conduits, equipment used for the reception, generation, passage and/or storage of Utilities;

"Substations" means the substations shown outlined in blue and hatched blue on the Plan;

"Taxes" means any tax, levy, imports, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same),

"Tenant's Default" means an act or omission of the Tenant including a breach by the Tenant of undertaking, warranty or obligation in this Lease,

"Tenant's Obligation" means an undertaking or obligation of a tenant under this Lease,

"Term" means the Contractual Term, subject to any continuation thereof, whether by tacit relocation, under any statute or for any other reason,

"Uninsured Risk" means such of the Insured Risks as are not covered by the relevant Landlord's Policies at the time of the occurrence of the relevant damage or destruction, but excluding loss or damage caused by any default or negligence of any Occupier,

"University" means the University Court of the University of Edinburgh, incorporated under the Universities (Scotland) Acts, having its Principal Office at Old College, South Bridge, Edinburgh;

"Utilities" means any of foul and surface water drainage, heating, ventilation and air-conditioning, smoke and fumes, signals, telecommunications, satellite and data communications, air, water, gas, steam and other utilities;

"VAT" means Value Added Tax or any tax or duty of a similar nature substituted for or in addition to it, and

"Working Day" means Mondays to Fridays except Scottish national and local holidays as applied in Edinburgh from time to time

1.3 . Miscellaneous

In this Lease

1.3.1 the expression "Landlord" shall include, where the context so permits, the successors in title and assignees of the said Ziggurat (Shrubhill) LLP as landlord under this Lease;

1.3.2 the expression "Tenant" shall include, where the context so permits, the said Ziggurat Student Living (Shrubhill) LLP and, in substitution therefor, their successors in title and assignees as tenant under this Lease, and (if an individual) his executors and representatives whomsoever without the necessity of discussing them in their order;

1.3.3 "Guarantor" includes (if an individual) his executors and representatives whomsoever without the necessity of discussing them in their order;

1.3.4 a reference to an Act of Parliament includes all derivative instruments, orders, regulations and other matters and in each case any re-enactment, amendment, consolidation or modification from time to time of that Act and any derivative instruments, orders, regulations or other matters (except in the case of a reference to the Town and Country Planning (Use Classes) (Scotland) Order 1997 which shall be read as originally made),

1.3.5 an obligation owed by more than one person is owed by them jointly and severally;

1.3.6 a reference to the Tenant or a Guarantor includes a reference to each person comprising them and any obligation on the part of the Tenant or a Guarantor shall take effect as a joint and several obligation on each person comprising the Tenant or such Guarantor (as the case may be) without the necessity of discussing them in their order,

1.3.7 an obligation by the Tenant not to do something includes an obligation not to permit or allow it to be done by anyone within the Tenant's control,

1.3.8 a reference to an act or omission of the Tenant includes an act or omission of any sub-tenant and any other person deriving title under the Tenant and includes an act or

omission of their respective employees and visitors and anyone at the Premises with the express or implied authority of any one or more of them;

- 1.3.9 a reference to a clause is a reference to a clause of this Lease and a reference to a paragraph is a reference to a paragraph of the relevant Part of the Schedule;
- 1.3.10 a reference to the end of the Term is to the end of the Term however it terminates,
- 1.3.11 a reference to the consent or approval of the Landlord means the prior consent in writing of the Landlord and, where required, of any superior landlord of the Premises and/or any Lender,
- 1.3.12 any notice given to the Landlord to be valid must be in writing and must (unless the Landlord or this Lease specifies otherwise) be given before the event or action to which it relates,
- 1.3.13 the Landlord is entitled to withhold its consent or approval where it requires the corresponding consent or approval of any Lender or superior landlord of the Premises until it obtains that consent or approval, but nothing in this Lease implies any obligation on those persons not unreasonably to refuse their consent or approval except where such obligation is imposed on the Lender or the superior landlord under the relevant charge or the superior lease,
- 1.3.14 a right of the Landlord or anyone else to have access to or entry upon the Premises extends to any superior landlord of the Premises and any Lender and to anyone authorised by the Landlord or any superior landlord or Lender and includes a right of entry with workmen, equipment and materials;
- 1.3.15 the table of contents and headings to clauses, paragraphs and Parts of the Schedule do not affect the construction of this Lease,
- 1.3.16 a right granted by the Landlord is granted only so far as the Landlord can lawfully grant it and is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it,
- 1.3.17 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord,
- 1.3.18 where the Landlord is entitled to enter the Premises on giving notice, it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary,
- 1.3.19 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.3.20 any works (whether of repair, decoration, alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease must be carried out with good quality materials and to a high standard and in accordance with good modern practice,
- 1.3.21 a Landlord's Representative may be an employee of the Landlord or a Group Company of the Landlord;
- 1.3.22 any payment or other consideration to be provided to the Landlord is exclusive of VAT,

- 1 3.23 except in the case of irritancy, any termination of this Lease is without prejudice to any rights or remedies in respect of any previous breach of any of the undertakings by any party against any other;
- 1 3.24 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1 3.25 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law, the provision is deemed to be varied so as not to extend beyond the limitations;
- 1 3.26 "assign" includes transfer;
- 1 3.27 "decorate" includes paint, paper and otherwise treat as appropriate and applies to all areas usually or previously painted, papered or treated and any requirement to paint is a requirement to paint with at least two coats of good quality paint and "decoration" is interpreted in a similar manner;
- 1.3.28 any reference to a "fair proportion" is to a fair proportion as determined by the Landlord or a Landlord's Representative and a determination by a Landlord's Representative is final and binding on the Tenant unless it is in manifest error;
- 1 3.29 "include" "includes" and "including" are deemed to be followed by the words "without limitation";
- 1.3.30 general words introduced by "other" do not have a restrictive meaning;
- 1.3.31 "sign" includes notice, display, flagpole, hoarding, aerial, satellite dish and advertisement (whether illuminated or not);
- 1 3.32 any reference to "company" shall include any company or existing company (both as defined under section 735 of the Companies Act 1985), any body corporate or corporation as defined under section 740 of the Companies Act 1985, and any unregistered company (to include any association) and any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulations on Insolvency Proceedings 2000;
- 1 3.33 the provisions which apply to a "company" shall apply mutatis mutandis in relation to a Partnership or Limited Partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) except where the context otherwise requires, and, where relevant, with the same modifications as referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421); and
- 1 3.34 the provisions which apply to a "company" shall apply mutatis mutandis in relation to a Limited Liability Partnership (as defined in the Limited Liability Partnerships Act 2000) except where the contract otherwise requires and, where relevant, with the same modifications as referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090)

2. THE LETTING

In consideration of the rent and other prestations specified in this Lease, the Landlord hereby lets to the Tenant (but excluding always assignees and sub-tenants legal or voluntary and creditors or managers for creditors in any form except where permitted in accordance with the

terms of this Lease) for the Contractual Term the Premises together with the rights set out in Part 3 of the Schedule, excepting and reserving to the Landlord the rights set out in Part 4 of the Schedule, all subject to the provisions contained or referred to in the documents (if any) specified in Part 3 of the Schedule and any servitudes, rights and/or privileges enjoyed by any Neighbouring Property over the Premises, on payment by the Tenant to the Landlord by way of rent (without deduction, counterclaim or set-off).

- 2.1 the Rent for each year of the Term annually in advance the first of such payments commencing on the Rent Commencement Date, and thereafter payable on each anniversary of the Rent Commencement Date throughout the Term,
- 2.2 the Turnover Rent payable in accordance with Part 5 of the Schedule;
- 2.3 the Insurance Rent payable on demand,
- 2.4 any VAT payable by the Tenant in accordance with Clause 3.17, and
- 2.5 any sums payable by the Tenant to the Landlord in accordance with Clauses 3.2 and 3.19.

3. TENANT'S OBLIGATIONS

The Tenant accepts the Premises and any common parts in good and tenable condition and fit for the purposes for which they are let and/or intended to be used and binds and obliges itself as follows:

3.1 Rents

To pay the Rents in accordance with Clause 2,

3.2 Outgoings and Utilities

- 3.2.1 Promptly to pay all Outgoings at any time charged or assessed on or in respect of the Premises and in the absence of any direct assessment to pay to the Landlord on demand a fair proportion of them,
- 3.2.2 The obligation in Clause 3.2.1 excludes any Taxes payable by the Landlord (other than VAT) on receipt of Rents or which arise from a dealing with the Landlord's interest in the Premises,
- 3.2.3 To comply with the requirements and regulations of any company or authority supplying Utilities to the Premises, and

3.3 Repair

- 3.3.1 The Tenant shall keep the Premises in good and substantial repair and condition and shall keep all plant and equipment within or forming part of the Premises in good working order,
- 3.3.2 The Tenant shall replace by new articles of similar kind and quality any fixtures, fittings, plant or equipment (other than tenant's trade fixtures and fittings) within or forming part of the Premises which are in need of replacement,
- 3.3.3 The Tenant shall keep any outside parts of the Premises clean and tidy, any landscaped areas properly weeded and any unbuilt upon areas adequately surfaced,
- 3.3.4 The Tenant will not be liable under this Clause 3.3 to the extent that the Landlord is obliged to carry out the relevant repair works under Clause 5.6 (Reinstatement) or to

the extent that the Tenant is prevented from carrying them out as a result of anything outside the Tenant's control,

- 3 3 5 At the end of the Term the Tenant will yield up the Premises with vacant possession decorated and repaired in accordance with and in the condition required by this Lease;

3 4 **Decoration and Upkeep**

- 3 4.1 In any Internal Decorating Year but only following a reasonable request in writing by the Landlord to that effect, and (2) in the last three months before the end of the Term, to decorate the interior of the Premises;
- 3 4.2 In any External Decorating Year but only following a reasonable request in writing by the Landlord to that effect; and (2) in the last three months before the end of the Term to decorate the exterior of the Premises,
- 3 4.3 In the last three months before the end of the Term all decoration must be in such colours and with such materials as the Landlord may reasonably require,
- 3 4.4 To replace immediately all broken or damaged glass in or forming part of the Premises with glass of the same tint and specification,
- 3 4.5 To cause all gas, electric, hydraulic and other mechanical installations and equipment forming part of the Premises to be regularly inspected and maintained in each case by a qualified person and at intervals approved of by the relevant manufacturer;
- 3 4.6 To carry out all works of repair and cleaning of the Premises in accordance with any relevant manufacturers' or installers' instructions;

3 5 **Removal/Yield Up**

- 3 5 1 By the end of the Term (however ending) without any warning away or process of removal to that effect -
- (a) to remove from the Premises all signs (other than those installed by or on behalf of the Landlord) and all tenant's fixtures and fittings, furniture and effects and to make good to the Landlord's satisfaction all damage caused by the removal,
- (b) unless otherwise required by the Landlord in writing served at least 6 months before the end of the Term, to reinstate and restore the Premises to their state and condition prior to the carrying out of any works or alterations to the Premises during the Term, and
- (c) to hand over to the Landlord any health and safety files and maintenance records relating to the Premises;
- 3 5 2 At the end of the Term to remove from and yield up the Premises to the Landlord with vacant possession and in compliance with all the Tenant's Obligations in this Lease,

3 6 **Rights of Entry and to Ensure Repair**

- 3 6 1 To permit the Landlord to enter the Premises and exercise any rights excepted and reserved in this Lease in accordance with the provisions of Part 3 of the Schedule;
- 3 6 2 To commence all works which are a Tenant's Obligation in this Lease within one month (or sooner if necessary) after service of notice by the Landlord requiring them

to be carried out and to complete the works and to remedy any Tenant's Default specified in a notice given by the Landlord as quickly as practicable;

3 6 3 If the Tenant does not complete such works and remedy any specified Tenant's Default within 2 months after service of such notice (or sooner if necessary) to permit the Landlord (without prejudice to its rights of irritancy contained in this Lease) to enter the Premises to carry out any uncompleted works and to do anything to remedy the Tenant's Default and the Tenant will reimburse the Landlord on demand the cost of doing so (including all Landlord's Expenses) and such cost shall be recoverable by the Landlord as a debt;

3 6 4 To give immediate written notice to the Landlord of any defects in the Premises which may give rise to a liability or duty on the Landlord under any Law and to allow the Landlord to display any notice on the Premises it may require in relation to those defects;

3 7 Alterations

3.7 1 Not to commit any act of waste;

3.7 2 Not to make any alteration or addition to the Premises unless allowed by the following parts of this Clause 3 7,

3.7 3 Not to make any changes to the external appearance of the Premises,

3.7 4 Not to carry out any alteration or addition which hinders access to a Conduit,

3 7 5 To supply to the Landlord all plans and specifications the Landlord may require to identify any proposed works and to carry out all works only in accordance with such approved plans and specifications and to the reasonable satisfaction of the Landlord,

3 7 6 After commencing any permitted works of alteration to complete them by the earliest of:

(a) any date the Landlord reasonably requires,

(b) a date which is a reasonable period after they have been commenced,

(c) the end of the Term;

3 7 7 Any consent for alterations may be on such conditions and on such terms as the Landlord may reasonably require,

3 7 8 Not to carry out any alterations except by a contractor first approved by the Landlord, but the Landlord will not unreasonably withhold that approval,

3.7 9 Not to alter any electrical wiring in the Premises except in accordance with the recommendations of the Institute of Electrical Engineers or any other appropriate body specified by the Landlord,

3 7 10 The Tenant may, without obtaining the Landlord's consent, make internal non-structural additions, improvements or alterations to the Premises on the following conditions

(a) Such internal non-structural additions, improvements or alterations shall be constructed and installed in a proper and workmanlike manner and so as not to cut main or injure any of the walls or timbers of the Premises or the

Buildings or cause any contravention of the Tenant's obligations in this Lease,

- (b) Details of the proposed works shall be exhibited to the Landlord prior to such works being commenced,
- (c) The Tenant shall comply with the requirements of the Landlord's insurers, and the works shall not prejudice the operation of any sprinkler or security system within the Premises and/or the Buildings, and
- (d) The Tenant shall make good without undue delay all damage caused by such works.

3 8 CDM Regulations

3.8 1 In this Clause 3.8 "Regulations" means the Construction (Design and Management) Regulations 2007 and "client" and "health and safety file" have the same meanings as in the Regulations,

3 8 2 If and to the extent that the Tenant is a client in relation to the works for the purposes of the Regulations, the Tenant elects, for the purpose of the Regulations, to be the only client in relation to the works and the Landlord consents to that election,

3.8 3 Insofar as the works are works to which the Regulations apply the Tenant covenants:-

- (a) to comply in all respects with the Regulations and procure that any person involved in carrying out such works (or otherwise having any duty under the Regulations) complies with the Regulations,
- (b) to pay the Landlord within 14 days of written demand its reasonable costs and expenses (and any VAT in relation to them provided that a valid VAT invoice is supplied to the Tenant prior to the payment of any such VAT) for providing any information or documents which the Landlord may (to the extent that it may be a client for the purposes of the Regulations) be required to supply to any person pursuant to the Regulations,
- (c) promptly to provide the Landlord with a copy of the health and safety file for the Works prepared in accordance with the Regulations, allow the Landlord to inspect the original file and hand the original file to the Landlord at the expiry or sooner determination of the Term, and

3 8.4 to procure that there shall be granted to the Landlord with full title guarantee a royalty-free and irrevocable licence to use and copy any information and documents or other materials comprised in the health and safety file for the works for any purpose connected with the Premises and such licence or licences shall also contain a right to grant sub-licences on similar terms and be transferable to third parties,

3 9 Signs

3 9 1 Subject to the Tenant obtaining any necessary consents for the same, the Tenant shall be permitted to display signs or notices at the Premises which can be seen from outside the Premises in connection with the business of the Tenant or other authorised occupier including signs or notices in connection with works carried out to the Premises or services provided to the Premises and/or the occupiers of the Premises and at the end of the Term the Tenant shall remove any such signs or notices and

make good any damage caused by such removal to the reasonable satisfaction of the Landlord,

- 3 9 2 To permit the Landlord to fix and retain upon any part of the outside of the building which forms part of the Premises a sign (during the last six months of the Term) for the re-letting of the Premises and (at any time) for the sale of the Premises and to permit anyone authorised by the Landlord to view the Premises if the Landlord gives reasonable prior written notice to the Tenant;

3 10 Use

- 3 10 1 Not to use the Premises other than for the Permitted Use,
- 3 10 2 Not to do anything which causes a nuisance, annoyance, disturbance, inconvenience, loss or damage to the Landlord or any other person;
- 3 10 3 Not to leave the Premises unoccupied for more than one month without first giving notice to the Landlord,
- 3 10 4 Not to allow any encroachment or new wayleave, servitude, privilege or encroachment to be made or acquired into, on or against the Premises,
- 3 10 5 Not to give any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Premises or any servitude right or privilege benefiting the Premises is enjoyed by consent or otherwise;
- 3.10 6 Not to stop-up darken or obstruct any window light or way belonging to the Premises or obstruct any pavement, footpath or roadway adjoining or serving the Premises;
- 3 10 7 To give immediate notice to the Landlord of:-
- (a) an encroachment on or circumstance which might result in the acquisition of a wayleave, servitude, privilege, encroachment or other right into, against, over or otherwise affecting the Premises, or
 - (b) the obstruction of a right of which the Premises has the benefit,
- and to take or join in such proceedings or take such other steps as the Landlord may require in connection with the same;
- 3 10 8 Not to do anything on the Premises which is illegal or immoral;
- 3 10 9 Not to carry out any acts at the Premises which are noisy, noxious, dangerous or offensive or store dangerous or inflammable materials at the Premises;
- 3 10 10 Not to allow rubbish to accumulate at the Premises nor allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any adjoining property;
- 3.10 11 Not to overload or obstruct any Service Media which serve the Premises,

3 11 Alienation

- 3.11 1 In this Clause 3.11 the following words and expressions have the following meanings -
- (a) "Qualifying Assignee": a proposed assignee who
 - (1) does not enjoy diplomatic or state immunity; and

- (ii) has assets in the United Kingdom or in a jurisdiction where reciprocal enforcement of judgements exists with the United Kingdom on which any reasonable assessment of financial strength would be based, and
 - (iii) is in the Landlord's reasonable opinion likely to comply with and be able to comply with the Tenant's Obligations in this Lease, and
 - (iv) is in the Landlord's reasonable opinion of a financial standing which is equivalent to or better than that of the Tenant (or, if the Tenant is supported by a Guarantor, of the Tenant and the Guarantor combined) as at the date of application for consent to assign, and
 - (v) has in the Landlord's reasonable opinion the financial substance and the skills and experience necessary to manage the business of letting rooms in the Premises in accordance with the principles of good estate management, in a proper and professional manner and in accordance with the provisions of this Lease,
- (b) **"Relevant Circumstance"**: any of the following:
- (i) the Tenant is in the Landlord's reasonable opinion in material breach of a Tenant's Obligation in this Lease; or
 - (ii) the Tenant is in arrears in payment of any Rents, or
 - (iii) the proposed assignation or use to which the proposed assignee intends to put the Premises will diminish or otherwise adversely affect the value of the Landlord's interest in the Premises on the assumption (whether or not a fact) that the Landlord wishes to sell its interest in the Premises to a third party the day following completion of the assignation, or
 - (iv) the Tenant has provided references to the Landlord for the proposed assignee which are not in the Landlord's reasonable opinion satisfactory; or
 - (v) the proposed assignee is a Group Company of the Tenant or an associated company of the Tenant (within the meaning of section 416 of the Income and Corporation Taxes Act 1998),
- (c) **"Relevant Conditions"**: any one or more of the following which the Landlord stipulates.-
- (i) the Tenant's solicitors (acting as their agents only) undertake to pay all reasonable Landlord's Expenses which will be incurred by the Landlord in connection with the proposed assignation, whether or not the assignation is completed, and
 - (ii) the proposed assignee binds and obliges itself in writing and executed in a Self-Evidencing Manner to the Landlord (in such form as the Landlord may reasonably require) that as from and including the date of the assignation the assignee will pay the rents and observe and perform the Tenant's Obligations in this Lease

whether due in respect of the period before or after the effective date of the assignation until released from so doing by Law, and

- (iii) the assignation must be completed and a certified copy and an Extract of it given to the Landlord within 2 months of the Landlord's consent being given; and
- (iv) before the assignation is completed, no material change in circumstances occurs, which is notified by the Landlord to the Tenant and which would enable the Landlord to withhold consent to the assignation if a fresh application were then made,

3 11 2 The following overriding principles of interpretation apply in relation to this Clause 3 11

- (a) the provisions allowing the Landlord to withhold consent to an assignation include the ability of the Landlord to withhold that consent on any other ground where the withholding of consent would be reasonable,
- (b) the provisions allowing the Landlord to impose any condition upon the grant of consent to assign include the ability of the Landlord to impose a further condition where the imposition would be reasonable,
- (c) where a circumstance or condition is stated to be determined by the Landlord or by any other person then the power to determine is to be exercised reasonably unless otherwise stated;
- (d) nothing prevents the Tenant from sharing occupation of the Premises with any Group Company of the Tenant if the following conditions are fulfilled -
 - (i) the Tenant first gives notice to the Landlord of the intended occupation with full details of it, and
 - (ii) such Group Company of the Tenant does not acquire any tenancy rights or other occupancy rights enforceable against the Landlord, and
 - (iii) the right of the Group Company of the Tenant to share occupation terminates on the Group Company of the Tenant ceasing to be a Group Company of the Tenant and immediate written notice must be given to the Landlord if that happens; and
 - (iv) any rent or other payment received by the Landlord from the Group Company of the Tenant is paid by the Group Company of the Tenant as agent for the Tenant;
- (e) where a proposed assignee is a Secretary of State or department of the government of the United Kingdom, it is deemed to be a Qualifying Assignee,

3 11 3 The Tenant will not part with assign, sublet or share possession or occupation of the whole or any part or parts of the Premises unless allowed by this Clause 3 11,

3 11 4 The Tenant will not.-

- (a) hold the whole or any part of the Premises on trust for another,
- (b) assign or charge part only of the Premises,

- (c) charge the whole of the Premises without the prior consent of the Landlord (which will not be unreasonably withheld),
- (d) sublet the whole or any part of the Premises other than as permitted by Clause 3 11 6,

3 11 5 The Tenant will not assign the whole of the Premises.-

- (a) without first obtaining the Landlord's consent (which will not be unreasonably withheld) Provided that the Landlord may withhold its consent to assign in the following circumstances namely:-
 - (i) a Relevant Circumstance applies, or
 - (ii) the proposed assignee is not a Qualifying Assignee,
- (b) without first complying with the Relevant Conditions, and
- (c) until any consent properly required from a Lender or superior landlord is first obtained by the Landlord and any lawfully imposed conditions of that consent have been satisfied,

3 11 6 Notwithstanding the foregoing provisions of this Clause 3 11-

- (a) the Tenant may sublet individual rooms in the Premises for residential purposes without consent of the Landlord to universities or colleges of higher or further education or students of universities or colleges of higher or further education or on short term holiday lets or to any other categories of occupier first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed), and may with the Landlord's prior written consent (not to be unreasonably withheld or delayed) grant licences or leases in respect of telecommunications aerials or other telecommunications operations or equipment in, on or under the Premises; Notwithstanding the foregoing, the Landlord's prior written consent (not to be unreasonably withheld or delayed) shall be required to the form of tenancy agreement which the Tenant proposes in respect of any such sublet(s),
- (b) The Tenant may enter into the Nominations Agreement without the consent of the Landlord;
- (c) The Tenant may otherwise sublet the whole or any part or parts of the Premises with the Landlord's prior written consent (not to be unreasonably withheld or delayed); and
- (d) Every sub-lease shall contain an obligation on the sub-tenant not to deal with or dispose of its interest in the sub-lease, or part with possession of the whole or part of that interest or permit any other person to occupy the premises except by way of an assignation, subletting or charge of the whole of its interest in the premises, which may, in any event and in each such case, only be made with the Landlord's consent, such consent not to be unreasonably withheld or delayed and shall otherwise be consistent with the terms of this Lease:

3 11 7 The Tenant will on request at any time by the Landlord give to the Landlord in writing the full names and addresses of everyone in occupation of the Premises together with

the area occupied and a certified copy of all documents permitting the occupation or (if none) a written memorandum of any relevant agreement,

3 12 Registration

Within one month after any dealing with or transmission or devolution of the Tenant's interest or any other interest in the Premises to send to the Landlord's solicitors notice specifying the particulars of the matter in question and a certified copy of the document making or evidencing it and to pay such registration fee as the Landlord may reasonably require (being not less than £25 plus VAT) in respect of each such document;

3 13 Notices

Within 7 days of receipt (or sooner if necessary) to produce to the Landlord a certified copy of any notice, order, permission or proposal affecting the Premises or their use and at the request of the Landlord to make or join with the Landlord (at the Landlord's cost) in making such objections or representations in respect of it as the Landlord may require;

3.14 Legal Requirements

3 14 1 comply with all legislation affecting the Premises, their use and occupation and the health and safety of persons occupying, working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply;

3 14 2 give the Landlord written notice of any defect in the Premises which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Occupiers Liability (Scotland) Act 1960, and shall display any notices at the Premises needed to enable the Landlord to comply with the Occupiers Liability (Scotland) Act 1960;

3 15 Planning and Environmental

3 15 1 In this Clause 3.15 "Planning Acts" means 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 and The Planning (Consequential Provisions) (Scotland) Act 1997 and any other Laws from time to time in force relating to town and country planning,

3 15 2 To comply with the Planning Acts,

3 15 3 Not to make any application under the Planning Acts without the Landlord's consent,

3 15 4 To supply the Landlord with a copy of any application made or permission granted under the Planning Acts as soon as it is made or granted with copies of any plans or drawings relating to it and to keep the Landlord informed of the progress of the application and its result,

3 15 5 Not to commence any development permitted under the Planning Acts without the Landlord's consent;

3.15 6 Not to enter into any agreement or obligation or serve any purchase notice under the Planning Acts without the Landlord's consent,

3 15 7 If the Landlord so requires, before the end of the Term to complete any works authorised under the Planning Acts which were commenced but not finished by the Tenant or any sub-tenant or anyone on their behalf,

- 3 15 8 Not to permit any substance which causes or might cause harm to man or any other living organism supported by the environment or which affects or may affect Neighbouring Property to be on the Premises or to be discharged from the Premises,

3 16 Landlord's Expenses

- 3 16.1 To pay to the Landlord on demand all reasonable Landlord's Expenses properly incurred, charged or payable by the Landlord in connection with an application for consent under this Lease;

- 3 16.2 To pay to the Landlord on demand on an indemnity basis all Landlord's Expenses incurred, charged or payable by the Landlord in connection with or in contemplation of any of the following -

- (a) all notices and/or schedules relating to wants of repair or requiring the Tenant to remedy any breach of any of the obligations herein contained (including any Landlord's Expenses incidental to the preparation and service of any such notices and/or schedules) and/or any proceedings pursuant to such notice (whether or not irritancy and/or any other steps taken hereunder are avoided otherwise than by court order),
- (b) procuring the remedy of a Tenant's Default notwithstanding that any steps taken hereunder may be rendered unnecessary by the Tenant's subsequent compliance with the provisions of this Lease,
- (c) obtaining any superior landlord's and/or Lender's consent arising from an application by the Tenant;
- (d) a schedule of dilapidations whenever it is served which relates to failure to repair, decorate, carry out works and/or remove works during or at the end of the Term;
- (e) supervising any works carried out by or on behalf of the Tenant or to remedy a Tenant's Default;

3 17 VAT

- 3 17 1 To pay any VAT chargeable on any payment or other consideration due under or in connection with this Lease on the date that the payment or other consideration is due,

- 3 17 2 In every case where the Tenant has agreed to pay or indemnify the Landlord against any payment made by the Landlord under the terms of or in connection with this Lease the Tenant will also reimburse any VAT paid by the Landlord on that payment to the extent that it is not reclaimed by the Landlord,

3 18 Indemnity

To indemnify the Landlord against Liability arising directly or indirectly from any of the following

- 3.18 1 the state or condition of the Premises;
- 3 18.2 a Tenant's Default,

3.19 Interest

- 3.19.1 If any Rents or other sums due under this Lease are unpaid for a period of more than 7 days to pay to the Landlord on demand Interest on them from and including the due date until payment (as well after as before any judgment).
- 3 19 2 If the Landlord refuses to accept any Rents so as not to prejudice its rights of retention in this Lease, to pay Interest on those Rents for the period from and including the due date until acceptance by the Landlord;
- 3 19 3 The provisions of this clause 3.19 apply whether the Rents are formally demanded or not;

3 20 Regulations

- 3 20 1 Not to deposit any rubbish in the Premises other than in proper receptacles and to ensure that they are regularly emptied;
- 3.20 2 Not to overload the Premises or damage, overload or obstruct any Conduits, plant, machinery or equipment in or serving them,
- 3 20 3 Not to use the Premises for any noisy, offensive, dangerous, illegal or immoral purpose or to gamble or bet in them;
- 3.20 4 Not to hold on the Premises a political meeting, public show, spectacle or sale by auction,
- 3 20.5 To use the rights in Part 3 of the Schedule strictly in accordance with the provisions of that Part of the Schedule;
- 3 20 6 To ensure that the Landlord and the local police have written notice of the name address and home telephone number of at least two keyholders of the Premises,
- 3.20 7 Not to allow in the Premises any machinery or equipment which is not appropriate for the Permitted Use or which causes noise or vibration which can be heard or felt outside the Premises,
- 3 20.8 Not to play any music in the Premises which can be heard outside them,
- 3 20.9 Not to allow any animals to be in the Premises;
- 3.20 10 To use all lifts in the Premises in accordance with their design capacities and operators' instructions,
- 3.20 11 Immediately to give notice to the Landlord of any right to be granted by or to the Tenant pursuant to the Telecommunications Act 1984 with full details of any works to be carried out as a result of the grant of that right and (unless approved by the Landlord under any other provision of this Lease) to withhold any agreement to the right or works for so long as the Tenant is able to do so or until the Landlord otherwise stipulates;
- 3 20.12 To comply with such reasonable regulations as the Landlord may from time to time prescribe for the conduct, management and/or use of the Premises and any areas and matters which the Tenant has the right to use in Part 3 of the Schedule;

3 21 Title Deeds

To comply with the whole provisions affecting the Premises specified or referred to in the title deeds set out in the documents in Part 4 of the Schedule and to do nothing and omit to do

nothing which would cause the Landlord to be in breach of the agreements, obligations, burdens, conditions and others contained in or referred to in the said title deeds.

4. LANDLORD'S OBLIGATIONS

The Landlord grants warrandice.

5. LEASE TO CONTINUE IN FULL FORCE AND EFFECT/INSURANCE PROVISIONS

5.1 Without prejudice to the terms of Clause 5.2, the Landlord shall maintain and repair any unbuilt on parts of the Larger Property to allow the Tenant to fully exercise its rights under Part 2 of the Schedule

5.2 Considering that the Tenant will be entering into the Nominations Agreement, the terms of which impose on the Tenant certain obligations with regard to the condition of the Premises, in addition to its obligations in terms of Clause 5.1 the Landlord will comply with any requests by the Tenant to carry out any wants of repair to the Larger Property to the extent necessary to allow the Tenant to comply with the Nominations Agreement.

5.3 Exclusion of rei interitus

Save to any extent otherwise expressly provided in this Lease, this Lease shall not be terminated by reason of any damage to or destruction of the Premises or any part or parts thereof (howsoever caused) but shall nevertheless remain in full force and effect notwithstanding any rule of law to the contrary

5.4 Landlord's obligations relating to insurance

The Landlord shall:

5.4.1 Insure, on terms fair, reasonable and considered value for money in the UK insurance market, the Premises and maintain such insurance in the joint names of the Landlord and the Tenant and against the Insured Risks, with a reputable insurance company or companies to be selected by the Landlord, for their full reinstatement cost, including the costs of shoring up, demolition and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT, such insurance to be subject to any exclusions, excesses and conditions as may be usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord;

5.4.2 at the request of the Tenant, produce details of the terms of the current insurance policy and evidence of the payment of the current premium to the Tenant,

5.5 Tenant's obligations relating to insurance

The Tenant shall:

5.5.1 pay the Insurance Rent in accordance with this Lease;

5.5.2 pay on demand any increase in the insurance premium for any adjoining property of the Landlord which is attributable to the use of the Premises, or anything done or omitted to be done on the Premises by the Tenant or any other occupier of the Premises;

- 5.5.3 comply with the requirements and recommendations of the insurers relating to the Premises,
- 5.5.4 not do or omit to do anything which may make the insurance of the Premises or of any adjoining property of the Landlord, taken out by the Landlord or any superior landlord, void or voidable (so far as the Tenant is aware of such insurance);
- 5.5.5 give the Landlord immediate written notice of any damage to or destruction of the Premises by an Insured Risk;
- 5.5.6 pay the Landlord on demand an amount equal to any amount which the insurers refuse to pay, following damage or destruction by an Insured Risk, because of any act or omission of the Tenant,
- 5.5.7 not take out any insurance of the Premises against the Insured Risks in its sole name and if the Tenant has the benefit of any such insurance, the Tenant shall hold all money receivable under that insurance upon trust for the Landlord

5.6 Reinstatement

- 5.6.1 If the Premises are damaged or destroyed by an Insured Risk, then:-
 - (a) unless payment of any insurance monies is refused because of any act or omission of the Tenant and the Tenant has failed to comply with Clause 5.5.6,
 - (b) subject to the Landlord being able to obtain any necessary consents; and
 - (c) subject to the necessary labour and materials being and remaining available,
 the Landlord shall use the insurance monies received by the Landlord, except monies received for loss of rent, in repairing and reinstating the Premises including in respect of the Buildings in building Comparable Buildings as soon as reasonably possible "Comparable Buildings" are buildings of premises generally similar to the Buildings in design, function size and location, but may differ in these aspects from the Buildings having regard to the principles of good estate management and good building design principles
- 5.6.2 The Landlord shall use reasonable endeavours to obtain the necessary labour, materials and consents to repair or reinstate the Premises, but will not be obliged to appeal against any refusal of a consent.

5.7 Termination rights

- 5.7.1 If the Premises or any part of the Larger Property upon which the Premises depend for access, support, protection or fire escape shall not have been rebuilt or replaced so that the Premises are rendered fit for and capable of beneficial occupation and use for the purposes permitted hereunder within the period of three years from the date of such destruction or damage thereto either party (but in the case of the Tenant, subject always to (1) the Tenant, their sub-tenants or any employee, agent or others for whom they are responsible not having vitiated the policy or policies of insurance or caused the policy monies to be withheld in whole or in part, unless the Tenant has made good such sums and (2) the Tenant having complied with their material obligations under the Lease as at the date of such destruction or damage) may terminate the Lease by giving to the other one month's written notice to that effect and, unless such termination would prejudice the University's rights in terms of Clauses 4.6, 4.7 or 4.8

of the Nominations Agreement in which case the Lease shall not be terminated until the date of termination of the Nominations Agreement at which time the Lease will terminate, on expiry of the said notice period, the Lease shall at once cease and determine and the Tenant shall forthwith give to the Landlord vacant possession of the Premises, and that with no claims or expenses being due to or by either party save in respect of any antecedent breach of the Lease by either party

5.8 **Rent abatement**

5.8.1 If the Premises or any part of the Larger Property upon which the Premises depend for access, support, protection or fire escape be destroyed or damaged by one or any of the Insured Risks so that the Premises are unfit for occupation or use for the purposes permitted hereunder, then save to the extent that the policy or policies of insurance effected by the Landlord shall have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act, neglect or default of the Tenants or their sub-tenants or any employee, agent or others for whom they are responsible, (and the Tenant has not made good the same as provided for in the Lease), the Rents or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises and the Larger Property upon which the Premises depend as aforesaid are reinstated to the extent that the Premises shall have been rendered fit for or capable of beneficial occupation or use by the Tenants for the purposes permitted hereunder or until the expiration of three years from the date of such destruction or damage, whichever period shall be the shorter.

5.9 **Frustration**

If this Lease terminates following damage or destruction all insurance moneys payable in respect of the Premises shall belong solely to the Landlord and shall be paid immediately to the Landlord.

5.10 **Insurance monies**

All insurance monies payable out of insurance effected in accordance with this Clause 5 will belong to the Landlord and if received by the Tenant will be held upon trust for the Landlord

6. **UNINSURED RISK DAMAGE**

6.1 If the Premises or part or parts thereof or any part of the Larger Property upon which the Premises depend for access, support, protection or fire escape are damaged or destroyed by an Uninsured Risk (excluding any damage or destruction caused by any act, default or negligence of any Occupier) to the extent that the whole Premises or any part of the Premises are unfit for occupation or use (such extent of damage or destruction by an Uninsured Risk, subject to such exclusion, being in this Lease called the "**Material Uninsured Damage**"), then the Rents (or a fair proportion of the Rents, according to the nature and extent of the damage) shall be suspended until the earlier of

6.1.1 the Premises being rendered fit for occupation and use, and

6.1.2 this Lease being terminated in terms of Clause 6.4 (subject to Clause 6.5).

6.2 The Landlord shall be entitled, within 12 months after the date of occurrence of the Material Uninsured Damage, to decide and notify the Tenant whether or not, and to what extent, the Landlord intends to reinstate the parts of the Premises which were affected by the Material Uninsured Damage.

6.3 If the Landlord serves notice on the Tenant:-

6.3.1 Within 12 months of the occurrence of the Material Uninsured Damage (time being of the essence), and

6.3.2 to the effect that the Landlord intends to reinstate the Premises at least to the extent required to render the Premises fit for occupation and use, (the extent of such reinstatement being proposed by the Landlord being in this Clause 6 called the "Uninsured Damage Reinstatement" and such notice being called the "Uninsured Damage Reinstatement Notice"),

then the Landlord shall carry out the Uninsured Damage Reinstatement, at its own cost, as soon as reasonably practicable but

(a) the Landlord shall not be obliged to start the Uninsured Damage Reinstatement until it has received all necessary statutory and local authority consents for the Uninsured Damage Reinstatement (which the Landlord must use all reasonable endeavours to obtain), and

(b) the Uninsured Damage Reinstatement need not reinstate exactly the same as existed before the relevant damage or destruction but can incorporate such changes as are required by

(i) the Landlord (acting reasonably), or

(ii) in order to comply with such statutory or local authority consents,

provided that, following completion of the Uninsured Damage Reinstatement, the area of the Premises shall not be diminished and the means of access to the Premises, and the services provided to the Premises, are not materially less convenient to the Tenant.

6.4 Subject always to the terms of Clause 6.6, if Material Uninsured Damage occurs then either the Landlord or the Tenant may, by written notice served upon the other at any time on or after the date specified below, terminate this Lease with immediate effect if any of the following circumstances occurs:-

6.4.1 service by the Landlord of a notice under Clause 6.2 to the effect that the Landlord does not intend to carry out the Uninsured Damage Reinstatement, or

6.4.2 if the Landlord has not served an Uninsured Damage Reinstatement Notice within 12 months of the occurrence of the Material Uninsured Damage, or

6.4.3 if the Landlord has served an Uninsured Damage Reinstatement Notice within such 12 months period but the Uninsured Damage Reinstatement has not been completed within 3 years of the occurrence of the Material Uninsured Damage (but the parties' entitlement to terminate the Lease under these circumstances shall be limited to serving notice of termination on the other, prior to such reinstatement works having been completed)

6.5 Termination of this Lease on any ground under Clause 6.4 shall be subject to the rights of either the Landlord or the Tenant in relation to any pre-existing breach of this Lease

6.6 Notwithstanding the foregoing, where any termination in terms of this Clause 6 would prejudice the University's rights in terms of Clauses 4.6, 4.7 or 4.8 of the Nominations Agreement, the Lease shall not be terminated until the date of termination of the Nominations Agreement at which time the Lease will terminate.

7. PROVISOS

7.1 Irritancy

7.1.1 In this Clause 7.1 the following words and expressions have the following meanings:

- (a) **"1986 Act"**: the Insolvency Act 1986,
- (b) **"Act of Insolvency"**: any one or more of the following
 - (i) the Tenant or a Guarantor is unable to pay its debts (as defined in the 1986 Act) or has a winding-up petition or petition for an administration order presented against it or passes a winding-up resolution (except in connection with a members' voluntary winding up for the purposes of an amalgamation or re-construction which the Landlord has previously approved) or calls a meeting of its creditors to consider a resolution that it be wound up voluntarily or resolves to present its own winding-up petition or is wound up or its directors or shareholders resolve to present a petition for an administration order or an administrative receiver or receiver or receiver and manager or administrator is appointed in respect of all or any part of its undertaking;
 - (ii) the Tenant or a Guarantor ceases to exist, is dissolved or is removed from the Register of Companies;
 - (iii) if the Tenant or a Guarantor is a body corporate and it calls or a nominee calls on its behalf a meeting of its creditors or any of them or makes an application to the Court under section 425 of the Companies Act 1985 or submits to its creditors or any of them a proposal pursuant to Part 1 of the 1986 Act or enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them,
 - (iv) if the Tenant or a Guarantor is an individual and makes an application to the Court for an interim order under Part VIII of the 1986 Act or convenes a meeting of his creditors or any of them or enters into an arrangement scheme compromise moratorium or composition with his creditors or any of them or has a bankruptcy petition presented against him or is adjudged bankrupt in any jurisdiction;
 - (v) if the Tenant or a Guarantor is a company incorporated outside the United Kingdom it is the subject of proceedings or an event similar to or the same as those referred to in the previous parts of this definition in the country of its incorporation;
 - (vi) the Tenant shall suffer any diligence (other than diligence in security) to be levied on the Premises or the contents thereof;

7.1.2 If:

- (a) an Act of Insolvency occurs; or
- (b) the Rents or any other sums payable under this Lease are not paid within 14 days after they become due (whether they are lawfully demanded or not), or

(c) a Tenant's Default occurs,

then and in any such case it shall be lawful for the Landlord at any time thereafter by notice in writing to irritate and thus bring this Lease to an end forthwith and to enter the Premises and repossess and enjoy the same as if this Lease had not been granted but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of any of the undertakings by (1) the Tenant contained in this Lease or (2) any Guarantor, Provided that (1) in the case of a breach, non-observance or non-performance by the Tenant which is capable of being remedied, the Landlord shall not exercise such right of irritancy unless and until they shall first have given written notice to the Tenant and to any heritable creditor in respect of the Tenant's interest in this Lease requiring the same to be remedied and the Tenant shall have failed to remedy the same within such a reasonable time as the Landlord shall prescribe which in the cases of non-payment of rent shall be a period of fourteen days only and (2) in the case of the Tenant being a limited company, going into liquidation (other than for the purposes of reconstruction or amalgamation as aforesaid) or having a receiver or administrator appointed or, in the case of the Tenant or any of them being an individual or individuals, having a trustee or curator or judicial factor appointed under a trust deed or by order of a Court then and in any such event the Landlord shall allow the liquidator or receiver or administrator or trustee or curator or judicial factor (hereinafter referred to as the "Insolvency Practitioner"), as the case may be, a period of nine months from the date of the appointment of such Insolvency Practitioner, in which to dispose of the Tenant's interest in the Lease and shall only be entitled to exercise its option of irritancy if the Insolvency Practitioner shall have failed to dispose of the Tenant's interest at the end of the said period, provided always that the Insolvency Practitioner shall within fourteen days of appointment accept personal liability in terms satisfactory to the Landlord and fully implement responsibility for payment of rent (whether due in respect of a period occurring before or after the date of appointment of such Insolvency Practitioner) and shall be obliged to perform all the other obligations of the Lease save those relating to requirements to occupy and trade and that from the date of the appointment of such Insolvency Practitioner to the date of disposal or final irritancy including settlement of any arrears of rent and the performance of any outstanding obligations which may subsist at the date of the appointment of such Insolvency Practitioner During the said nine month period the Insolvency Practitioner shall be entitled to the same rights as the Tenant hereunder, including the provisions of proviso (1) above in this Clause 7 1 2

7 2 No Warranty concerning Use

The Landlord does not warrant that the Premises may be used for the Permitted Use without breaching any Law

7 3 Compensation

Any right of the Tenant to claim compensation from the Landlord (whether on vacating the Premises or otherwise) is excluded to the extent permitted by Law.

7 4 Other Property and Neighbouring Property

7 4.1 In this Clause 7 4 "**Permitted Person**" means the Landlord, any Group Company of the Landlord and anyone authorised by either of them

7.4.2 A Permitted Person may at any time carry out any works to Neighbouring Property and/or may use Neighbouring Property as the Landlord thinks fit and the Permitted Person shall not be liable to the Tenant nor shall the Tenant object or make a claim for disturbance, inconvenience or loss of business or anything else which results from the carrying out of those works or that use.

7.4.3 A Permitted Person may or may authorise anyone to develop, alter or re-build any Neighbouring Property whether or not this obstructs or interferes with light or air to the Premises

7.4.4 The Tenant does not have and shall not acquire any servitude, right or privilege over Other Property except for those (if any) granted in Part 3 of the Schedule.

7.5 Notices

7.5.1 Any demand, notice, request, consent or approval under this Lease shall be in writing.

7.5.2 Any such demand, notice, request, consent or approval to the Tenant or a Guarantor shall be sufficiently served if sent by Recorded Delivery Post or facsimile (if the Tenant or such Guarantor shall be an incorporated body) to its Registered Office and (if the Tenant or such Guarantor shall be a person) to his last known address in Great Britain or Northern Ireland or to the Premises and (if the Tenant or such Guarantor shall be a firm) to the firm and any one or more of the partners thereof at the Premises and (in any other case) to the Tenant at the Premises

7.5.3 Any such demand, notice, request, consent or approval to the Landlord (if an incorporated body) shall be sufficiently served if sent by Recorded Delivery Post or facsimile to its Head or Registered Office and (if the Landlord shall be a person) shall be sufficiently served if sent by Recorded Delivery Post or facsimile to him at his last known address in Great Britain or Northern Ireland

7.5.4 Any such demand, notice, request, consent or approval sent by Recorded Delivery Post shall be deemed duly served at the expiry of 1 Working Day after the day of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenant or a Guarantor or the Landlord (as the case may be) in accordance with this Clause 7.5 and posted to the place to which it was so addressed. Any such demand, notice or others sent by facsimile shall be deemed to be served on the day of transmission if transmitted before 4pm on a Working Day, but otherwise on the next following Working Day

7.6 Understanding and Representations

7.6.1 This Lease embodies the entire understanding of the parties to it.

7.6.2 The Tenant acknowledges that it has not entered into this Lease relying wholly or partly on any statement or representation made by or on behalf of the Landlord unless the statement:

(a) was not capable of verification by search or enquiry; and

(b) was either made in this Lease or in writing by the Landlord's solicitors to the Tenant's solicitors before its grant

7 7 Exclusion of liability

So far as allowed by Law, the Landlord is not responsible to the Tenant for any of the following.

- 7 7 1 damage to the Premises or persons or property due to any neglect or default of any occupier of, visitor to or person working in the Premises or any statutory authority or the state or condition of the Premises save where due to the Landlord's negligence;
- 7 7 2 loss or damage (including economic loss) arising from the defective working stoppage or breakdown of any Conduits, Utilities, appliances, apparatus, lifts or other machinery in the Premises or serving them,
- 7 7 3 failure to perform any obligation of the Landlord in this Lease unless the Landlord has been given notice of the failure and has not remedied its failure to perform within a reasonable period after it receives the notice and then the Tenant is only entitled to make a claim against the Landlord in respect of the period after the reasonable time has elapsed

7 8 Disputes

The Landlord may (if it decides to do so) determine any dispute between the Tenant and any owner occupier or tenant of Other Property and the determination is conclusive and binding on the Tenant and the Tenant will submit to it.

7.9 Suspension of Services

The Landlord is entitled to suspend any services or Utilities to the Premises or to stop or divert any Conduits while it carries out inspections or repairs and is not under any Liability to the Tenant for any suspension, stopping-up or diversion

7.10 Sale of Goods

- 7 10 1 The Tenant irrevocably appoints the Landlord as its agent to store or dispose of any items left by the Tenant or any other person at the Premises which are there more than 21 days after the end of the Term.
- 7 10 2 The Landlord after that time may store or dispose of those items as it thinks fit without liability to the Tenant but will account to the Tenant for the proceeds of sale after deducting storage and sale costs
- 7 10 3 The Tenant indemnifies the Landlord against all Liability (including Landlord's Expenses) if the Landlord disposes of any such items after the end of the Term which do not belong to the Tenant

7 11 VAT

- 7 11.1 Any payment or other consideration to be provided to the Landlord is exclusive of VAT
- 7 11 2 The Tenant will pay any VAT chargeable on any payment or other consideration due under or in connection with this Lease on the date that the payment or other consideration is due
- 7 11.3 In every case where the Tenant has agreed to make a payment to the Landlord of or indemnify the Landlord against any payment made by the Landlord under the terms of or in connection with this Lease the Tenant will also reimburse any VAT paid by the

Landlord on that payment except insofar as the Landlord obtains a refund or credit for it from HM Revenue & Customs

8. JURISDICTION

This Lease shall be governed by, and construed in accordance with, the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland, and to any extent that this may be required, the parties to this Lease hereby prorogate the jurisdiction of the Scottish courts in relation to this Lease

9. CONSENT TO REGISTRATION

The parties to this Lease consent to registration of this Lease and of any certificate issued hereunder for preservation and execution and for registration in the Land Register of Scotland: IN WITNESS WHEREOF these presents typewritten on this and the [23] preceding pages. together with the Schedule of six parts annexed, are executed as follows -

Signed for and on behalf of Ziggurat ^(MURANO) ~~(Shrubhill)~~
LLP at ~~EDINBURGH~~ on ~~7 SEPTEMBER 2015~~
by ~~JAMES CONSUAG PIKE~~

Member

by ~~ANNA REBECCA NORTON~~
Member/Witness

Member/Witness

Witness address (if applicable)

~~SATIRE COURT 20 CASTLE
TERRACE, EDINBURGH EH1 2EN~~

Signed for and on behalf of Ziggurat Student
Living ~~(Shrubhill)~~ LLP at ~~EDINBURGH~~
on ~~7 SEPTEMBER 2015~~ by ~~JAMES CONSUAG PIKE~~

Member

by ~~ANNA REBECCA NORTON~~
Member/Witness

Member/Witness

Witness address (if applicable)

~~SATIRE COURT 20 CASTLE TERRACE
EDINBURGH EH1 2EN~~

SCHEDULE

This is the six Part Schedule referred to in the foregoing Lease between Ziggurat (Murano) LLP and Ziggurat Student Living (Murano) LLP in relation to subjects at 4-6 Murano Place, Edinburgh EH7 5HH

PART 1

THE PREMISES

The Premises comprise the following:

ALL and WHOLE the Larger Property under exception of Block C and the Substations including

- 1 any alterations, additions and improvements thereto,
2. all fixtures, fittings and apparatus therein, but if those fixtures are Service Media then only if they fall within paragraph 4 below;
- 3 the rights hereby granted,
- 4 any Service Media within and from time to time exclusively serving the Larger Property and which are owned by the Landlord;

but excluding any Service Media within the Larger Property which serves Block C exclusively, or which are not owned by the Landlord.

PART 2

RIGHTS GRANTED

The right (which in the case of paragraphs 1 to 5 shall be enjoyed in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled) for the Tenant and any permitted sub-tenant or permitted occupier of the Premises

1. the right to the passage of Utilities through any Conduits which serve the Premises which do not form part of the public mains;
2. to use the Common Parts for the purpose for which they are designed which includes (without limitation) the right at all times and for all purposes to pass and repass to and from the public highway,
3. of escape on foot in case of emergency and for the purpose of fire drills over the Common Parts to the public highway,
4. The parts, privileges and perquisites appertaining to the Premises but only to the extent required for the use and occupation of the Premises in terms of this Lease.
5. A right in common with the Landlord and other tenants and occupiers of the Larger Property to connect to and use any Service Media common to the Premises and Block C and/or the Substations
6. to enter parts of Block C (subject to the rights of other tenants and occupiers) for the purpose of carrying out any works (as required and permitted in terms of this Lease) to the Premises which cannot reasonably be carried out from within the Premises, subject always to (i) agreeing times of access with the Landlord in advance, (ii) minimising the disruption and inconvenience caused to the Landlord and other tenants and occupiers within Block C, (iii) making good and indemnifying the Landlord in respect of any damage caused to Block C as a result of the exercise of the Tenant's rights under this paragraph

PART 3

RIGHTS EXCEPTED AND RESERVED

1. To enter and remain upon the Premises with agents, workmen and others and with or without equipment and/or materials to complete the Landlord's Works
- 2 To enter upon the Premises at any time and do any of the following -
 - 2.1 inspect them,
 - 2.2 comply with any Law relating to them,
 - 2.3 make good any defects for which the Landlord's contractor(s) are properly responsible arising from and/or in relation to the Landlord's Works,
 - 2.4 comply with any obligation in this Lease, a superior lease or a charge over the Premises or inter alia the Premises,
 - 2.5 remedy a Tenant's Default,
 - 2.6 build into any structures bounding or forming part of the Premises,
 - 2.7 inspect, construct, lay, clean, add to, repair, alter or carry out any other works to any Neighbouring Property or any Conduits,
 - 2.8 make connection to any Conduits within the Premises and after that use them,
 - 2.9 for all other reasonable or necessary purposes.

3. The free and uninterrupted passage and running of all utilities through and along the Conduits from time to time within the Premises which do not exclusively serve the Premises
4. All rights of light or air now subsisting or which might (but for this exception and reservation) be acquired over Other Property.
5. To enter the Premises at any time in relation to any rent review or pending or intended notice under this Lease
6. Escape in emergency or for fire-drills via the Premises.
7. A right for the tenants of the Substations (or tenants or occupiers of similar utility installations) from time to time or their agents and other persons from time to time authorised by the Landlord for that purpose, in common with the Tenant to pedestrian access and vehicular access, together with equipment and materials, over and onto any unbuilt part of the Larger Property (in so far as such unbuilt parts form part of the Premises) for the purposes of using, inspecting, laying, maintaining, repairing, renewing, upgrading and replacing the Substation (or said similar utility installation and in each case any infrastructure relative thereto) but only to the extent that such maintenance, repairing, or renewing cannot reasonably be carried out by taking access only over the Substation (or said similar utility installation).
8. The right to vary, alter, restrict or extend any Common Parts (but not such as would affect the extent of the Premises)

Rights of entry in this Part of the Schedule for the purposes of carrying out of works, expressly excluding the right of entry at paragraph 1 of this Part of the Schedule, are exercisable on at least 24 hours prior notice to the Tenant, and all rights of entry in this Part of the Schedule are on the basis that the person exercising the right (unless that person breaks and enters) will make good any physical damage to the Premises caused by the exercise of the right but is not under any obligation to pay any compensation nor is that person liable for any interference with the use or enjoyment of the Premises during such entry and/or the carrying out of the works

DECLARING that in respect of any period in which the Premises or any part thereof are occupied in terms of the Nominations Agreement, the foregoing rights may be exercised only to the extent that the Tenant would otherwise be permitted to do so in terms of the Nominations Agreement.

PART 4

TITLE DEEDS

- 1 Land Certificate in respect of Title Number MID116511

PART 5

TURNOVER RENT

1. DEFINITIONS

In this Part of the Schedule the following expressions shall have the following meanings:-

“Account Date” means 18th July in each year or such other date as the Landlord may from time to time intimate to the Tenant in writing, Declaring that the first Account Date shall be 18th July 2012;

“Accounts Records” means all books and other documents or records or information (including without limitation computer tapes, disks and other storage systems, bank statements, invoices, receipts and any tax returns which relate to VAT) which are, or ought in the reasonable opinion of the Landlord to be, kept by the Tenant for the purpose of ascertaining and verifying Turnover and Deductions or which are or may in the reasonable opinion of the Landlord be relevant for such purpose,

“Annual Turnover and Deductions Certificate” means the certificate to be provided under paragraph 3.2;

“Annual Turnover Period” means each period of one year falling within the Term and ending on an Account Date except that the first Annual Turnover Period shall be a period longer than one year commencing on the Rent Commencement Date and expiring on the first Account Date as aforementioned, and the last Annual Turnover Period may as the circumstances require be a period shorter than one year commencing on the day after the last Account Date falling within the Term and expiring at the expiry or sooner determination of the Term,

“Deductions” means -

- (a) a sum equivalent to the Insurance Rent paid by the Tenant for the relevant Annual Turnover Period, and
- (b) all Management Fees payable during the relevant Annual Turnover Period; and
- (c) all Maintenance Costs incurred by or on behalf of the Tenant during the relevant Annual Turnover Period, and
- (d) all Operating Costs incurred by or on behalf of the Tenant during the relevant Annual Turnover Period,

“Interim Turnover Period” means each period of three calendar months commencing on a Quarter Day except that the first Interim Turnover Period shall be a shorter period commencing on the Rent Commencement Date and ending on the next following Quarter Day and the last Interim Turnover Period may as the circumstances require be a shorter period expiring at the expiry or sooner determination of the Term,

“Interim Turnover Rent” means the Turnover Rent payable by the Tenant on account pursuant to paragraph 4,

“Interim Turnover and Deductions Certificate” means the statement to be provided under paragraph 3.1;

"Turnover Rent" means the Turnover for each Annual or Interim Turnover Period less the Deductions for that Annual or Interim Turnover Period (the Turnover and the Deductions being as set out in the relevant Annual or Interim Turnover and Deductions Certificate)

2. TURNOVER

2.1 Subject to paragraphs 2.2 and 2.3 "Turnover" means in respect of the relevant period the aggregate of all rents, licence fees or other income received as cleared funds by the Tenant for the letting by and/or through it of all or any part of the Premises and all other sums of money or other consideration received as cleared funds by the Tenant for all goods sold, leased, hired or otherwise disposed of in, from or upon the Premises or at any part of the Premises by or on behalf of the Tenant during that period.

2.2 In calculating the amount of the Turnover no deduction shall be made for (in the case of transactions paid by credit card) discounts or commissions payable by the Tenant to the provider of the credit although these costs shall be included within Operating Costs

2.3 The following amounts shall not be included in the Turnover, or if included shall be deducted:-

2.3.1 VAT or other tax or duty imposed directly on the Tenant in respect of the supply of goods or services but only to the extent that such tax is usually paid or accounted for (and not recovered) by the Tenant to the taxing authority;

2.3.2 Deposits received from tenants of rooms in the Premises unless the Tenant becomes entitled to the same

3. TURNOVER AND DEDUCTIONS CERTIFICATES

3.1 Within 5 Working Days after the expiry of each Interim Turnover Period the Tenant shall deliver to the Landlord, or at the Landlord's direction the Manager, a certificate ("Interim Turnover and Deductions Certificate") signed by an authorised employee of the Tenant in such form as the Landlord may from time to time require stating with reasonable accuracy the Turnover and Deductions in respect of that Interim Turnover Period

3.2 Within 90 days after the end of each Annual Turnover Period the Tenant shall deliver the Landlord, or at the Landlord's direction the Manager, a certificate ("Annual Turnover and Deductions Certificate") certifying the amount of the Turnover and Deductions during that Annual Turnover Period.

3.3 The Tenant undertakes to the Landlord that:-

3.3.1 each Interim Turnover and Deductions Certificate will state reasonably accurately the amount of the Turnover and Deductions in respect of the relevant Interim Turnover Period, and

3.3.2 each Annual Turnover and Deductions Certificate will state accurately the amount of the Turnover and Deductions in respect of the relevant Annual Turnover Period.

4. PAYMENT OF INTERIM TURNOVER RENT ON ACCOUNT FOLLOWING EACH INTERIM TURNOVER PERIOD

4.1 Within 15 days of receiving each Interim Turnover and Deductions Certificate the Landlord shall calculate the amount of Turnover Rent (if any) payable on account in respect of that Interim Turnover Period by reference to the definition of Turnover Rent and shall submit an interim invoice for payment of such amount, PROVIDED THAT if the Tenant fails to deliver

an Interim and Deductions Certificate within the period specified in paragraph 3.1 then the Landlord, or the Manager on behalf of the Landlord, may submit an estimated interim invoice

- 4.2 The Tenant shall pay the Turnover Rent (if any) specified in each interim invoice to the Landlord on receipt of each invoice and if the Turnover for any relevant period shall be a negative figure the Landlord shall pay the Tenant a sum equal to such negative figure on the earlier of a) the date on which the Landlord, or the Manager on behalf of the Landlord, calculates the Turnover Rent, and b) 15 days after receipt by the Landlord of the relevant Interim Turnover and Deductions Certificate

5. PAYMENT OF TURNOVER RENT FOLLOWING EACH ANNUAL TURNOVER PERIOD

- 5.1 Within 5 Working Days of receiving each Annual Turnover and Deductions Certificate the Landlord, or the Manager at the Landlord's direction, shall calculate the amount of the Turnover Rent due in respect of that Annual Turnover Period, and

5.1.1 if the Turnover Rent due in respect of that Annual Turnover Period is greater than the Interim Turnover Rent paid by the Tenant during that Annual Turnover Period then the Landlord shall submit an invoice for the balance of Turnover Rent found to be due and the Tenant shall on demand pay such balance to the Landlord,

5.1.2 if the Turnover Rent due in respect of that Annual Turnover Period is less than the total amount of Interim Turnover Rent paid by the Tenant during that Annual Turnover Period the excess shall be credited to the Tenant by way of an appropriate credit note against the Interim Turnover Rent(s) next payable and in the final year of the Term shall be paid to the Tenant

6. MAINTENANCE AND INSPECTION OF ACCOUNTS RECORDS ETC

- 6.1 The Tenant shall maintain the Accounts Records fully and accurately throughout the Term and make them available for inspection at all reasonable times by the Landlord or the Landlord's Accountant.

6.2 The Landlord may at its discretion cause an audit of the Account Records relating to the current Annual Turnover Period or any preceding Annual Turnover Period to be made by the Landlord's Accountant and if it is established by such audit that the Turnover for any Annual Turnover Period has been understated by more than 3% then the cost of the audit shall be borne by the Tenant and paid by the Tenant on demand

- 6.3 The Landlord shall not disclose the Turnover or the Deductions or any other information obtained from inspection or audit of the Accounts Records except to such extent as may be necessary,-

6.3.1 in order to comply with any lawful requirement of any interested authority and/or

6.3.2 for the proper conduct of the Landlord's business.

If it shall appear from any inspection or audit carried out in accordance with paragraph 6.2 that any further Turnover Rent is payable then such further Turnover Rent shall be paid by the Tenant on demand, together with interest in accordance with clause 3.19 of this Lease from the date when the Turnover Rent should properly have been payable in accordance with the terms of this Lease to the date of actual payment

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Member

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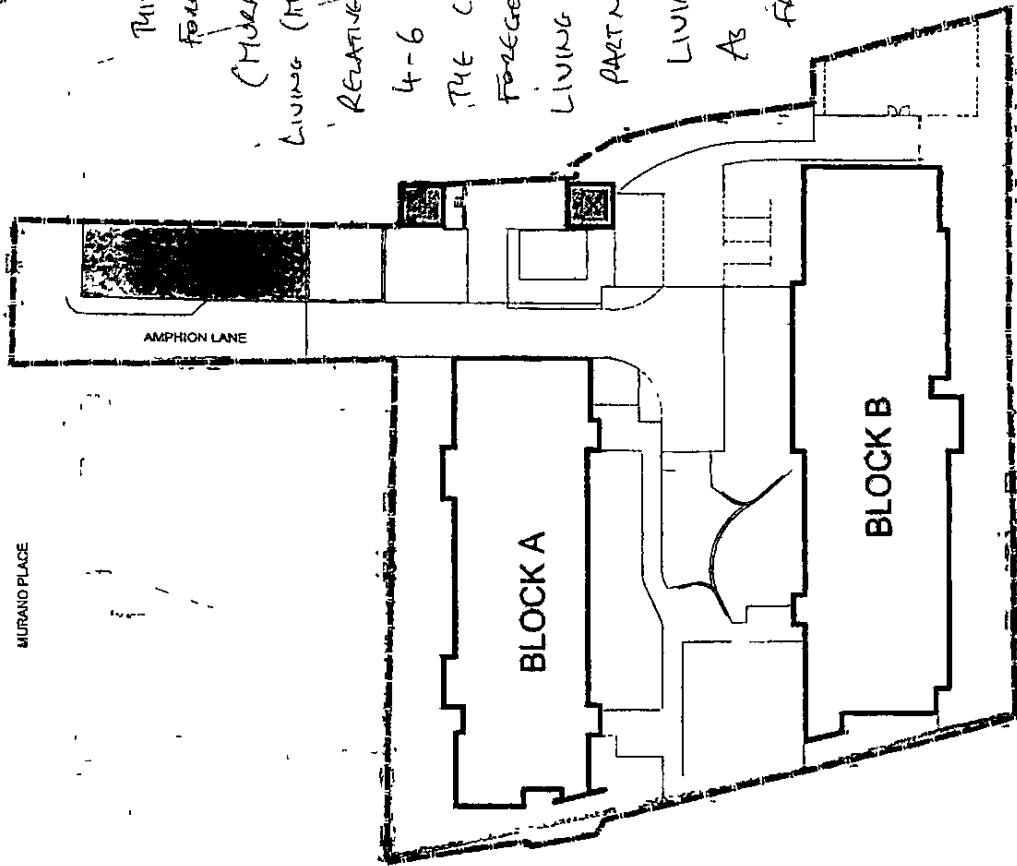
ALBERT STREET

MURANO PLACE

AMPHION LANE

BUCHANAN STREET

CLANFERRIE



THIS IS THE PLAN REFERRED TO IN THE FOREGOING COM LEASE BETWEEN ZIGGURAT (MURANO) LLP AND ZIGGURAT STUDENT LIVING (MURANO) LLP

RELATIVE TO THE RESIDENTIAL DEVELOPMENT AT 4-6 MURANO PLACE, EDINBURGH, BEING THE COM LEASE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY LIBERTY LIVING INVESTMENTS GP2 LIMITED AS GENERAL PARTNER THEREIN (NOMINEE 2 LIMITED) AS NOMINEE THEREIN MENTIONED IN FAVOUR OF THE UNIVERSITY OF EDINBURGH OF THE UNIVERSITY OF EDINBURGH

CERTIFIED A TRUE COPY

W. J. W.

WILSON'S
CALCUTTA EXCHANGE
100, CHANCERY STREET
EDINBURGH EH3 8BE

IDENTIFY THE FOREGOING REPRESENTATION TO BE A TRUE AND COMPLETE COPY OF THE ORIGINAL INSTRUMENT

[Redacted Signature]

WILSON'S LLP

CAG ARCHITECTS

MURANO PLACE EDINBURGH

ZIGURAT (MURANO) LLP

ziggurat
STUDENT LIVING

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15c

1	DATE OF SITE PLAN	15/01/15
2	DATE OF LAYOUT PLAN	15/01/15
3	DATE OF SECTION PLAN	15/01/15
4	DATE OF ELEVATION PLAN	15/01/15
5	DATE OF LANDSCAPE PLAN	15/01/15
6	DATE OF OTHER PLAN	15/01/15

LANDSCAPE PLAN

990-C-1700

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