

(however the same be determined);

- (7) Where any matter is expressed to require the consent or approval of the Landlord under the Lease such matters shall also require the consent or approval of the Mid-Landlord but such consent or approval shall not be unreasonably withheld, the consent or approval of the Landlord being a necessary but not a conclusive, condition for the grant of such consent or approval by the Mid-Landlord; and
- (8) "the Premises" comprises those parts of the ground floor premises at 45 Huntly Street, Inverness shown outlined in green on the plan annexed and signed as relative hereto.

2 PERIOD OF THE SUB-LEASE

The Mid-Landlord HEREBY sub-lets to the Sub-Tenant (but excluding assignees and subunder-tenants legal or voluntary and creditors and managers for creditors in any form except where permitted under the Sub-Lease) the Premises subject to the same provisos, conditions and disclaimers as are created in the Lease in favour of the Mid-Landlord and that for the period ("the Period of the Sub-Lease") from the Fifteenth day of May Two Thousand and Eleven (notwithstanding the date or dates hereof) ("the Date of Entry") until the Thirty-first day of August Two Thousand and Fifteen and from year to year thereafter.

3 SUB-TENANT'S MONETARY OBLIGATIONS

The Sub-Tenant hereby undertakes:

Rent

- (1) To pay to the Mid-Landlord a proportion equal to Eighty-three per cent (83%) of the yearly rent payable by the Mid-Landlord under the Lease exclusive of any Value Added Tax payable thereon by equal quarterly payments in arrears on Fifteenth May Two thousand and Eleven (notwithstanding the date or dates hereof) and quarterly thereafter clear of all deductions whatsoever, such rent to be paid without any written demand and, if the Mid-Landlord so requires, by Banker's Order;

Reimbursement

- (2) To reimburse the Mid-Landlord on demand a proportion equal to Eighty-three per cent

(83%) of all payments made by way of reimbursement or otherwise by the Mid-Landlord to the Landlord under the Lease with the exception of (i) the rent provided for in the Lease and (ii) interest on any expenses incurred by the Landlord in procuring payment of any sum of money payable or reimbursable to the Landlord under the Lease which shall have become due but remain unpaid by the Mid-Landlord.

Rates and Other Charges

- (3) To pay when due (or reimburse the Mid-Landlord on demand any sum paid by the Mid-Landlord for) a proportion equal to Eighty-three per cent (83%) of (a) the rates, taxes, duties, premiums, charges, assessments, impositions and outgoings for the payment of which the Mid-Landlord is responsible under the Lease other than taxes arising on the disposal or deemed disposal by the Mid-Landlord of or other dealing by the Mid-Landlord with their interest in the Premises and (b) the cost of electricity and any other services incurred by the Mid-Landlord in relation to the subjects leased under the Lease, and that within fourteen days of a written demand for same by the Mid-Landlord.

4. SUB-TENANT'S FURTHER OBLIGATIONS

The Sub-Tenant also undertakes:

Fulfilment of Mid-Landlord's Obligations and Obligation to Repair etc

- (1) to fulfil the obligations of a non-monetary nature undertaken by the Mid-Landlord under the Lease so far as relating to the Premises including being responsible for upholding and maintaining the Premises in good order and repair during the Period of this Sub-Lease and having the same in a good state of order and repair at the Date of Expiry and in any event no worse than in its current state of repair.

Entry to Premises

- (2) in any case where the Landlord has reserved a right of entry to the subjects under the Lease, to permit such right to be exercised by the Landlord and/or the Mid-Landlord quoad the Premises subject to any condition in the Lease;

Expenses

- (3) to reimburse the Mid-Landlord all expenses reasonably incurred by the Mid-Landlord including without prejudice to said generality incurred in procuring the remedy of any breach of an obligation or the payment of arrears due by the Sub-Tenant under the Sub-Lease;

User

- (4) to use the Premises only for a use permitted under the Lease;

Application for consent or approval

- (5) to make application for and obtain at his own expense all Local Authority and other consents which may be required in connection with the Sub-Tenant's use of the Premises and upon making an application for any consent or approval which is required under the Sub-Lease to disclose to the Mid-Landlord such information as the Mid-Landlord may reasonably require and pay the Mid-Landlord's proper expenses in connection with such application (including applications where consent or approval is refused or an application is withdrawn);

Compliance with Statutory Requirements

- (6) to comply at all times with all legislation, orders and directions relating to the Sub-Tenant's use of the Premises and to obtain and maintain in full force and effect at all times all licences, consents, permits, authorities and others required for said use.

Alienation

- (7) not at any time to assign, sub-underlet or otherwise dispose or for any purpose or in any way deal with the Sub-Tenant's interest in or part with or share possession or occupation of the whole or part of the Premises;

Alterations and Improvements

- (8) not at any time to carry out any alterations or improvements to the Premises except with the written consent of the Mid-Landlord.

The Mid-Landlord hereby undertakes, provided that the Sub-Tenant indemnifies the Mid-Landlord against any costs reasonably incurred by or awarded against the Mid-Landlord in the course of the fulfilment of such undertaking, and on the request of the Sub-Tenant unless such request is demonstrably unreasonable having regard to the Mid-Landlord's interest in the Premises to adopt any procedure designed to enforce the fulfilment of the obligations undertaken by the Landlord under the Lease.

6. MID-LANDLORD'S REMEDIES

Subject to the terms of this Sub-Lease, the same rights and remedies as are available to the Landlord against the Tenant under the Lease shall be available to the Mid-Landlord against the Sub-Tenant under the Sub-Lease and shall be subject to the same conditions.

7. IRRITANCY

Subject to the Provisions of Sections 4, 5 and 6 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985, if the rent or any part thereof shall at any time be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) and shall remain unpaid for a further period of ten days after demand by the Mid-Landlord under threat of irritancy, or if there shall be a breach of any of the obligations undertaken by the Sub-Tenant within such reasonable period as shall be allowed by the Mid-Landlord in a notice requesting the remedy of such breach under threat of irritancy, or if the Sub-Tenant shall become apparently insolvent or shall make any arrangements with creditors or shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction) or has an administration order made in relation to it (or being a firm shall be sequestrated then and in any such case it shall be lawful for the Mid-Landlord by notice to the Sub-Tenant to bring the Sub-Lease to an end forthwith and to repossess the Premises as if the Sub-Lease had not been granted but without prejudice to any right of action or remedy of the Mid-Landlord in respect of any previous breach of any of the obligations undertaken by the Sub-Tenant under the Sub-Lease.

8. NOTICES

The provisions for notices contained in Clause 8 of the Lease shall apply also under the Sub-Lease as if "the Mid-Landlord" had been substituted for "the Landlord" and "the Sub-Tenant" had been substituted for "the Tenant". In the case of individuals the address shall be the last

known home address for the Mid-Landlord and the Sub-Tenant.

9. EXPENSES

The parties hereto shall be responsible for payment of their own legal expenses; the Sub-Tenant shall be responsible for any Stamp Duty Land Tax thereon and the dues of registering the same in the Books of Council and Session and of obtaining two extracts, one of which shall be held by each party. The Sub-Tenant shall also be responsible for the Landlord's legal and surveyor's expenses in connection with any consent or approval requested under this Sub-Lease and the Landlord's and Mid-Landlord's legal expenses, including legal fees, stamp duty and recording dues in connection with any assignation, sub-lease or other deed or transmission.

10. CONSENT

The parties consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the five preceding pages together with the plan annexed and signed as relative hereto are signed by [REDACTED] on the First day of June Two Thousand and Eleven before [REDACTED] acting as witness; they are signed by [REDACTED] on the date last mentioned before [REDACTED] acting as witness, and they are signed by Daniel Grian Alexander MP, at Inverness on the date last mentioned before the said [REDACTED] acting as witness.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]