

Dated the 19th day of December 2019

DEED OF LEASE

BETWEEN

GIBCORP LIMITED

AND

HM GOVERNMENT OF GIBRALTAR

Premises: Suite 6, 6th Floor
57/63 Line Wall Road
Gibraltar Being F.P. Nos. 479, 482 and part 481 in the
General Plan of the City of Gibraltar.

**Louis R Peralta
Barrister-at-Law
Don Place
Gibraltar**

THIS LEASE is made in duplicate the 19th day of December Two thousand and Nineteen **BETWEEN GIBCORP LIMITED** a company incorporated in Gibraltar under the provisions of the Companies Act, Registration No.9797, with registered office situate at Don Place, 8 Governor's Lane, Gibraltar (hereinafter called the "**Lessor**" which expression shall where the context so admits include its successors and assigns) of the one part and **AND HM GOVERNMENT OF GIBRALTAR** of No. 6, Convent Place, Gibraltar (hereinafter called "the Lessee" which expression shall where the context so admits include the permitted successors and assigns of the Lessee) of the other part.

WHEREAS:

1. The Lessor is the freehold owner of the building erected by it at 57/59/63 Line Wall Road, Gibraltar, on land which is more particularly described in the First Schedule hereto (hereinafter called the "**Building**").
2. The Lessor is desirous of disposing of the office units in the Building by means of a form of lease in substantially the form of this lease save as to the length of term or rent or as near thereto as the circumstances will admit or require to the intent that any lessee for the time being of any part of the Building may be able to enforce (so far as possible) the performance and observance of such of the covenants conditions and stipulations contained in any such lease as may affect such lessee or the part of the Building to which he is entitled as such lessee.
3. The Lessor has agreed with the Lessee for the grant to the Lessee of a lease of the premises described in the Second Schedule hereto (hereinafter referred to as the "**Premises**") for the consideration at the rent and on the conditions hereinafter contained.

NOW IN PURSUANCE of the said agreement and in consideration of the rent covenants conditions and stipulations hereinafter reserved and contained this indenture **WITNESSETH** as follows:

- 1 In consideration of the rent covenants conditions and stipulations herein contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THOSE** the Premises **TOGETHER WITH** the easements rights and privileges set out in the Third Schedule hereto (subject as therein mentioned) **EXCEPT RESERVING**

AND SUBJECT as set out in the Fourth and Fifth Schedule hereto **TO HOLD** the same unto the Lessee for the term of Twelve years computed from and including the **19th day of December 2019** (hereinafter referred to as the "**Term**") (subject to earlier termination as provided for in clause 5 (c)) **YIELDING AND PAYING** therefor during the Term yearly and proportionately for any fraction of a year the rents hereunder set out:

- (a) for the first three years of the Term the yearly rent of One Hundred and Twenty Three Thousand Eight Hundred and Fifty Eight Pounds Sterling (£123,858) and;
- (b) for the next three years of the Term and for each successive period of three years of the Term thereafter will be either the rent payable at the end of the three year period immediately preceding or the Open Market Rental Value as defined and provided in the Seventh Schedule hereto whichever is the higher and in any case the same shall remain constant during the relevant three year period referred to in this sub clause and for each successive periods of three years of the Term thereafter PROVIDED FURTHER that the provisions of the Seventh Schedule hereto shall apply also for the purpose of ascertaining the rent payable at each relevant Review Date as defined in that Schedule;

and the said rents shall in all cases be paid by equal quarterly payments in advance on the first day of January, First day of April, first day of July and first day of October every year without any deduction whatsoever the first payment apportioned (if necessary) in respect of the period from the date of commencement of the Term to the next payment date on the signature hereof.

- 2 (a) There shall also be payable a further and additional rent (hereinafter called the "**Maintenance Rent**" defined as hereinafter mentioned) which shall be paid by equal quarterly payments in advance on the First day of January, the First day of April, the First day of July and the First day of October in each year the first quarterly payment whereof is to be paid on or prior to the date hereof and shall be calculated from the **19th day of December 2019**.
- (b) The expression "Maintenance Rent" shall mean a proportionate amount as hereinafter provided in clause 4 hereof of the expenses and outgoings reasonably incurred by the Lessor in respect of the Building and in providing the services therein and the other heads of expenditure more particularly set forth in the Sixth Schedule hereto PROVIDED THAT for the avoidance of any doubt the Lessee shall not be responsible or liable to contribute or pay

any money in respect of the Maintenance Rent in respect of the costs, expenses and outgoings relating to

- (i) any works or expenses arising from any damage or defect which is the result of any Latent Defect as defined in clause 9 of this Lease (but excluding any damage caused by the Lessee);
 - (ii) reinstating all or any part of the Building as a result of damage arising by reason of an excluded/insured/uninsured risk other than as a consequence of a breach by the Lessee of its covenants under this Lease or by reason of the negligence of the Lessee, its employees agents or contractors or any person in the Building or in the Premises with the actual or implied authority of any of them;
 - (iii) promoting the Building;
- (c) The expression "**expenses and outgoings incurred by the Lessor**" in sub-clause (b) of this clause shall be deemed to include not only those expenses outgoings and other expenditure hereinbefore described which have been actually disbursed incurred or made by the Lessor during the year to which the certificate hereinafter mentioned (hereinafter called the "**Certificate**") shall relate but also such reasonable part thereof as are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Lessor or the Lessor's surveyors, auditors, accountants or managing agents (as the case may be) may in their absolute discretion allocate to the said year as being fair and reasonable in all the circumstances **PROVIDED THAT** the said expression shall be deemed to include and shall include the capital cost to the Lessor in replacing in its entirety any item of plant machinery or other equipment in or used in connection with the Building (except the air-conditioning system) or the capital cost to the Lessor of carrying out repairs to the structure of the Building including works necessary for the maintenance of such structure in a proper state and condition and shall be further deemed to include any sums incurred by the Lessor by way of interest resulting from any loan raised by the Lessor to finance any of the costs, charges, payments, expenses and services hereinbefore provided for except as excluded under sub-clause (b) of this clause.

- 3 The Lessee **HEREBY COVENANTS** with the Lessor and with and for the benefit of the owners and lessees from time to time during the currency of the Term hereby granted of the Building or any part thereof that the Lessee and the persons deriving title under the Lessee will at all times hereafter observe the restrictions set forth in the Fifth Schedule hereto.
4. The Lessee **HEREBY COVENANTS** with the Lessor to the intent that the obligations may continue throughout the Term as follows:
- (1) To pay the yearly rent and Maintenance Rent hereby reserved without any deduction whatsoever at the time and in the manner aforesaid by banker's order (or in such other manner in Gibraltar as may be determined by the Lessor in its absolute discretion) to the account of the Lessor with The Royal Bank of Scotland International Limited trading as NatWest International of 57/63 Line Wall Road, Gibraltar or with such other bank as the Lessor may by notice in writing inform the Lessee.
- (2) (a) The Maintenance Rent shall be calculated and certified as follows:
- (i) for the period commencing on the 19th day of December 2019 and henceforth during the residue of the Term hereby granted the said Maintenance Rent shall be calculated at the rate of fifteen decimal point zero one per centum times one hundred over one hundred and two point five nine (15.01% x 100/102.59) of the said expenses and outgoings incurred by the Lessor in the year to which the said Certificate relates.
- (ii) the Maintenance Rent shall be certified by the Lessor's auditors for the time being as at the Thirty-first day of December in each year (hereinafter called the "**Certificate**") and the period from the First day of January in each year to the Thirty-first day of December of each year to be hereafter described as the "**Lessor's Financial Year**";
- (iii) the Certificate shall be signed by the Lessor's auditors for the time being (acting as independent experts and not as arbitrators and who shall be registered under the Financial Services (Auditors) Act 2009 and whose decision shall be final and binding on all parties) as soon as may be practicable after the end of the Lessor's Financial Year;
- (iv) a copy of the Certificate for each of the Lessor's Financial Years shall be supplied by the Lessor to the Lessee without charge;
- (v) the Certificate shall contain a summary of the Lessor's said expenses and outgoings incurred by the Lessor during the

Lessor's Financial Year to which it relates together with a summary of the relevant details and figures forming the basis of the said calculation of the Maintenance Rent and the Certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify **PROVIDED THAT** the said auditors if requested to do so by the Lessee in writing shall provide a full statement of accounts in support of the Certificate;

- (vi) as soon as practicable after signing the Certificate the Lessor shall furnish to the Lessee an account of the Maintenance Rent payable by the Lessee for the year to which the Certificate relates due credit being given therein for all payments made by the Lessee in respect of the said year and within Twenty-one (21) days of the furnishing of the said account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Lessor the amount of the Maintenance Rent as aforesaid or any balance found payable or there shall be credited by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment or payments as hereinafter provided as the case may require.
- (b) Notwithstanding the provisions for payment of the Maintenance Rent hereinbefore contained the Lessor shall be entitled to require the Lessee to pay in advance on the days specified in clause 2(a) hereof or any one of them such sum or sums on account of the said Maintenance Rent as the Lessor or its said auditors accountants or managing agents (as the case may be) shall in their discretion specify to be a fair and reasonable interim payment any such payment or payments to be credited to the Lessee in accordance with sub-clause 2(a)(vi) of this clause.
- (c) In the event of the Lessor in its absolute discretion determining that its financial year for the auditing and certification of the accounts hereinbefore mentioned should be altered the Lessor shall be entitled to do so in which event the Lessor's Financial Year shall be altered accordingly for the purposes aforesaid all necessary adjustments in the calculation and certification of the said Maintenance rent being made.
- (d) It is **HEREBY AGREED AND DELCARED** that the Lessor shall not be entitled to re-enter under the provision on that behalf hereinafter

contained by reason only of the non-payment by the Lessee of any such interim payment as aforesaid prior to the signing of the Certificate but nothing in this sub-clause nor in these presents shall disentitle the Lessor from maintaining an action against the Lessee in respect of such non-payment notwithstanding that the Certificate had not been signed at the time of the said proceedings subject nevertheless to proof in any such proceedings that the interim payment demanded but unpaid is of a fair and reasonable amount having regard to the prospective Maintenance Rent ultimately payable by the Lessee.

- (e) **PROVIDED ALWAYS** and notwithstanding anything herein contained it is **AGREED AND DECLARED** that the provisions of sub-clause 2(a)(vi) of this clause shall continue to apply notwithstanding the expiration or sooner determination of the Term hereby granted but only in respect of the period ending with such expiration or sooner determination of the Term as aforesaid.

- (3) (a) To keep and maintain all parts of the interior of the Premises including the windows the ceiling and wall plaster the toilets/water closets the Lessor's fixtures thereon and the conduits and other things thereof in good tenable repair and condition decoration cleanliness and tidiness (damage by such risk against which the Lessor shall have insured save where the insurance moneys shall be irrecoverable in consequence of any act or default of the Lessee excepted and also the scree excepted and without prejudice to the generality of the foregoing in the last year of the Term paint with two coats of good paint in a workmanlike manner and paper distemper grain varnish whitewash and colour all such parts of the interior of the Premises as are usually so treated and to clean and keep clean and in a tenable condition the interior of the frames of the Premises and the interior of the glass of the Premises **PROVIDED THAT** the Lessee shall not be liable to repair any damage or defect that is the result of any Latent Defect as defined in clause 9 which costs shall be borne exclusively by the Lessor or any damage caused to the Premises as a result of a risk against which the Lessor has not obtained insurance cover in which circumstances the costs of remedying and reinstatement of the Premises shall be borne exclusively by the Lessor subject as hereinafter provided for.
- (b) To keep maintain and repair the air-conditioning system in the Premises or any replacement thereof including the Air-Conditioning

Fan Coil Units (details of which are described in paragraph 2 of the Eighth Schedule hereto) together with the electrical and plumbing installations thereto in good tenantable repair and condition and to replace the same when necessary and in the last year of the Term to repair or replace the air-conditioning system as is necessary to the reasonable satisfaction of the Lessor's surveyor acting reasonably and it is hereby agreed that the existing air-conditioning system or any replacement thereof shall be and remain a Lessor's fixture for all purposes in connection with this Lease.

- (4) To permit the Lessor and their surveyors or agents with or without workmen and others at all reasonable times on forty-eight (48) hours prior written notice addressed to the Lessee at the Premises (except in the case of emergency) to enter into and upon the Premises or any part thereof to view and examine the state and condition thereof for the purpose of enforcing the covenants conditions and stipulations herein contained.
- (5) To permit the Lessor and their surveyors or agents with or without workmen and others at all reasonable times on forty-eight (48) hours prior written notice addressed to the Lessee at the Premises (except in the case of emergency) to enter into and upon the Premises for the purpose of repairing any part of the Building and for the purpose of making repairing inspecting cleansing reviewing and testing all pipes drains wire conduits and ducts serving any other part of the Building and for any similar purpose so however that the works repairs inspections and alterations shall be carried out with all despatch causing as little disturbance as possible and that the person or persons exercising the rights hereby conferred shall make good all damage done in carrying out the same and to all decorations fixtures and movable chattels thereto.
- (6) To register this Lease as a deed within six (6) months of the date hereof under the provisions of the Land (Titles) Act 2011.
- (7) To pay all existing and future rates taxes duties charges assessments impositions and outgoings (whether statutory by Act customary local or otherwise and whether or not of a capital or non-recurring nature) other than taxes imposed on the Lessor in respect of the income derived here from which may at any time during the Term be assessed charged or imposed upon the Premises or the Lessor Lessee or occupier in respect thereof and in the event of any rates taxes duties charges assessments impositions or outgoings being assessed charged or imposed in respect of the Building to pay such proper proportion of such rates taxes charges

assessments duties impositions or outgoings as may be attributable to the Premises other than such taxes as may be imposed on the Lessor in respect of the income derived here from and other than any ground rent payable under the Letters Patent.

- (8) From time to time during the Term to pay all costs charges and expenses incurred by the Lessor in abating any nuisance at the Premises in compliance with any notice served by a local or other authority.
- (9) At all times during the continuance of the Term to deliver or cause to be delivered to the Lessor a notice of every permitted assignment disposition of devolution of or charge on or transfer of title to the Premises or any part thereof within one (1) month after the execution of any deed or document or after the date of any probate letters of administration or other instrument or any order of Court by which such assignment disposition devolution or transfer may be effected or evidenced such notice to specify the name and address and description of the person or persons to whom or in whose favour the assignment disposition devolution or transfer shall be made to take effect and also at the time of delivering every such notice produce the deed document instrument or order by which such assignment disposition devolution charge or transfer shall purport to be effected or evidenced as aforesaid for the purpose of having a memorandum thereof entered in a register to be kept by the Lessor for that purpose and to pay to the Lessor a fee of One hundred and fifty Pounds Sterling (£150.00) for each registration.
- (10) Within seven (7) days of the receipt of the same by it to give full particulars to the Lessor of any notice or proposal for notice or order or proposal for an order given issued or made to the Lessee by any authority or body under or by virtue of any enactment Act or bye-law and if so required by the Lessor to produce such notice to the Lessor and also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Lessor as the Lessor shall reasonably deem necessary to make or join with the Lessor in making such objection or objections or representation or representations or to take such action against or in respect of any proposal for such notice or order as the Lessor shall reasonably deem expedient.
- (11) To pay all costs charges and expenses (including solicitor's costs and surveyor's fees) reasonably and properly incurred by the Lessor for the purpose of and incidental to the preparation and service of any notice arising out of any breach or non-performance of any of the covenants conditions and stipulations on the part of the Lessee herein contained

notwithstanding that forfeiture for such breach shall be avoidable otherwise that by relief granted by the court.

- (12) To abide by any reasonable regulations which may from time to time be made by the Lessor for the preservation of the character and amenities of the Building and for the proper management and upkeep thereof.
- (13) If at any time during the Term the Lessee shall become entitled to the benefit of any insurance on the Premises which is not effected or maintained in pursuance of the obligations herein contained then to apply (insofar as the same shall extend) all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received.
- (14) To observe the restrictions and regulations specified in the Fifth Schedule hereto.
- (15) Not to do or to suffer or permit to be done anything whereby any policy or policies of insurance on the Premises or the Building or any part thereof for the time being subsisting may become void or voidable or whereby an increased premium may be payable thereon or whereby more onerous conditions may be imposed on the policy.
- (16) Not to use the Premises or any part thereof nor allow the same to be used for any illegal or immoral purpose.
- (17) Subject as hereinafter provided to use and occupy the Premises as office premises and to conduct their business or cause the same to be conducted in a lawful and orderly manner so as to maintain and extend such business and to preserve or cause to be preserved the character of the Premises as a high class office and the character of the Building and the ground floor thereof as a high class commercial and financial building and so to manage and cause the same to be so managed and controlled so that nothing shall be done permitted or omitted contrary to any statutory provision or regulation for the time being in force relevant to the Premises and to maintain all licences (if any) for the business or trade conducted on the Premises and to comply with any conditions relating thereto and to ensure that any such licence is not revoked suspended or forfeited by any act or omission of the Lessee or its tenants or employees.
- (18) Not to make any alteration or addition affecting the elevation external structure of the Building comprising the Premises or make any structural or external alterations or change the existing design elevation or appearance

or the external decorative scheme of the Premises without the Lessor's prior consent such consent not to be unreasonably withheld.

- (19) Not at any time during the Term without the licence in writing of the Lessor first obtained to make any structural alterations in the Premises which may in any material or substantial way affect the internal load bearing walls and then only in accordance with plans elevations sections and specifications previously submitted to and approved by the Lessor and approved by the relevant planning authority for the time being in Gibraltar.
- (20) Not to do or permit to be done upon or in conjunction with the Premises or the Building anything which shall be or tend to be an actionable nuisance annoyance or cause damage to the Lessor or any owner or lessee of any part of the Building or any of them or to any neighbouring adjoining or adjacent property or owners or occupiers thereof.
- (21) (a) The Lessee may assign only the whole of the Premises subject to the Lessee first obtaining the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in the case of an assignment to a responsible and respectable person of good financial standing it being understood that the Lessor shall not object to any assignment of the whole of the Premises to a company within the group or firms for the time being of which the Lessee forms part **PROVIDED** however (and subject as aforesaid) that should the Lessee desire to assign as aforesaid it shall before so doing and before giving possession or the right of occupation to the intended assignee execute and deliver to the Lessor a deed to be prepared at the cost of the Lessee containing a covenant by the intended assignee directly with the Lessor to perform and observe during the term assigned or granted to the assignee the covenants (including this present covenant) by the Lessee and the conditions and stipulations contained in this Lease and to pay the rent or rents hereby reserved in the same manner as if such covenants conditions and stipulations were repeated in full in such deed with the substitution of the name of the intended assignee for the name of the Lessee and with such other changes as reconstruction of companies the deaths of parties or other circumstances shall render necessary **AND SUBJECT TO** the provisions of clause 4(21)(f).
- (b) Not to subdemise underlet or otherwise part with possession or occupation of the whole of the Premises for all or any part of the Term hereby created without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in the case of an

underletting subdemise or licence to a responsible and respectable person of good financial standing it being understood that the Lessor shall not object to any subdemise or underletting of the whole of the Premises to a company within the group or firms for the time being of which the Lessee forms part **PROVIDED** however (and subject as aforesaid) that should the Lessee desire to subdemise or underlet or otherwise part with possession or occupation as aforesaid it shall before so doing and before giving possession or the right of occupation to the intended underlessee execute and deliver to the Lessor a deed to be prepared at the cost of the Lessee containing a covenant by the intended underlessee or other person intended to have possession or to be in occupation directly with the Lessor to perform and observe during the term granted to the underlessee the covenants (including this present covenant) by the Lessee and the conditions and stipulations contained in this Lease in the same manner as if such covenants conditions and stipulations were repeated in full in such deed with the substitution of the name of the intended underlessee or other person intended to have possession for the name of the Lessee and with such other changes as reconstruction of companies the deaths of parties or other circumstances shall render necessary.

- (c) **PROVIDED FURTHER** that if such intended assignee, underlessee or other person intended to have occupation or possession as aforesaid shall be a private limited liability company then upon the Lessor's demand in that behalf two of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will pay the said rents and perform and observe the said covenants conditions and stipulations and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Lessor shall not release or exonerate the sureties and shall further provide for the sureties to accept a new lease of the Premises upon disclaimer by or on its behalf if so required by the Lessor within three months of such disclaimer such new lease to be for the residue then unexpired of the Term and at the rents payable and subject to the same Lessee's covenants conditions and stipulations and to the same provisos and conditions as those in force immediately before each disclaimer and to be granted at the cost of the sureties in

exchange for a counterpart duly executed by the sureties **PROVIDED AND IT IS HEREBY AGREED** that in the event of the sureties desiring to be released from their obligations hereunder and in the event of the assignee underlessee or the sureties procuring another person or company acceptable to the Lessor to act as surety under the provisions of these presents and to enter in such deed as the Lessor may require in this respect the Lessor may in its absolute discretion release the sureties from the provisions of this clause.

- (d) **PROVIDED FURTHER** that in consideration of the foregoing and whilst section 69 of the Landlord and Tenant Act or any statutory provision allowing a lessor to charge a premium as a condition of an assignment or other disposition of a lessee's interest in a tenancy shall be in force the Lessor shall not require the Lessee to pay any sums whatsoever in respect of any assignment or other disposition in accordance with the provisions of the said Section 69 of the Landlord and Tenant Act or any statutory provision allowing a Lessor to charge a premium as a condition of an assignment or disposition of a Lessee's interest in a tenancy or at all **SAVE THAT** the Lessor and the Lessee hereby agree that in the event that the Lessee charges or obtains a premium in respect for its fixtures and fittings within the Premises upon any such assignment subdemise underletting or parting with occupation or possession or relating to such assignment subdemise underletting or parting with occupation or possession then in such case the Lessee shall pay to the Lessor half of the premium so charged or obtained by the Lessee for the said fixtures and fittings.
- (e) Not to assign subdemise underlet or otherwise part with possession or occupation of part only of the Premises.
- (f) On the grant of any permitted assignment subdemise underletting or parting with possession or occupation to obtain and at all times thereafter to enforce the performance and observance of the covenants conditions and stipulations on the part of the assignee underlessor or licensee and a covenant not to assign subdemise underlet or otherwise part with possession or occupation of the Premises without the licence in writing of the Lessor (the grant of which shall be subject to the same provisos as hereinbefore set forth in this clause).
- (g) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any interest derived out of the Term

hereby created howsoever remote or inferior containing provisions for reviewing the rent of such derivative interest at less frequent intervals than those contained in this Lease or as contained in clause 1 of this Lease.

- (22) Not to affix or exhibit or to suffer or permit to be affixed or exhibited to or upon any exterior part of the Premises or walls thereof or external rails or fences thereof any placard poster signpost or other advertisement except such as shall be approved in writing by the Lessor or its duly authorised agent which approval shall not be unreasonably withheld.
- (23) Not without the Lessor's prior consent to bring or permit to be brought into the Premises or to place or permit to be placed or stored or to remain in or about the Premises any article or thing which is or may become dangerous offensive noxious radioactive or explosive and not to carry on or do or permit to be carried on or done thereon any hazardous trade or act whereby any insurance effected in respect of the Premises or the Building would or might be vitiated or prejudiced or whereby an increased premium may become payable or more onerous conditions may be imposed on the policy and to comply with all recommendations of the local authorities fire officers police and the insurers as to fire and all other precautions whatsoever relating to the Premises.
- (24) To take all such reasonable measures as may be necessary to ensure that any effluent discharged into the drains and sewers which belong to the Premises or are used in common with others in the Building will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction or deposit therein.
- (25) Not to do or permit anything whereby any road forecourt path door window access or passage appurtenant to the Premises may be damaged or obstructed including any area which the Lessee has a right of way hereunder or whereby the fair use thereof by others may be impeded or hindered in any manner whatsoever.
- (26) Not to exhibit place store or put any article or goods of any kind whatsoever outside the Premises or on any forecourt belonging thereto nor permit any trading therein or thereon except inside the Premises.
- (27) At the expiration or sooner determination of the Term peaceably to surrender and yield up unto the Lessor all and singular the Premises with the fixtures and additions thereon and to leave the Premises in such a state

of repair and condition as are required by the Lessee's covenants in that behalf hereinbefore mentioned.

- (28) To pay all disbursements incidental to the execution of these presents including stamp duties on the original and on the counterpart Governor's approval and registration fees.
- (29) Not to leave any rubbish or waste in any open part of or outside the Premises except in a suitable receptacle.
- (30) Not to do or omit anything concerning the Premises required to be omitted or done by the Town Planning Act or which shall contravene any provision of the Town Planning Act.
- (31) Not to overload any part of the Premises or the supplies and services thereto.
- (32) Not to cut remove divide alter maim or injure the Premises nor merge the Premises with any adjoining Premises nor (except as herein provided) make any structural electrical plumbing or other service alterations or additions to the Premises without the licence in writing of the Lessor first obtained such licence not to be unreasonably withheld.
- (33) For the period of six (6) months preceding the determination of the Term hereby created (howsoever determined except if the Lessee exercises its option hereunder (if any) or is entitled by operation of law to be granted a further tenancy) to permit the Lessor to exhibit outside the Building at a prominent location to be agreed by the Lessee a notice which shall not be interfered or tampered with by the Lessee that the same are to be let or sold and for the period of three (3) months from the date that the Lessee has given notice in writing to the Lessor of its intentions to vacate the Premises or that the tenancy will expire by effluxion of time to permit by appointment an inspection by intending tenants or purchasers of the Premises.
- (34) Not knowingly to permit any enforcement upon the Premises or the acquisition of any new right to light passage drainage or other easement on over or under the Premises and give notice to the Lessor of any threat of such encroachment or acquisition and at the Lessor's request to take proper action to prevent such encroachment or acquisition PROVIDED that if the Lessee shall not take such proper action within twenty-one (21) days from such notice the Lessor may enter the Premises and do the same and any expenses incurred in so doing shall be repaid to the Lessor by the Lessee on demand.

- (35) Not to permit any sale by auction or public exhibit or public show or spectacle or political meetings to take place on the Premises.
- (36) To indemnify the Lessor in respect of all actions proceedings costs claims and demands which might be made by any adjoining owner tenant occupier or any other person whatsoever or any competent authority by reason of:
- (a) any defect in the Premises which the Lessee shall be liable to make good **PROVIDED THAT** for the avoidance of doubt it is agreed by the parties that the Lessee shall not be liable for any works or expenses arising from any Latent Defect as defined in clause 9 of this Lease and other damage or destruction as the result of an insured/uninsured risk (and the monies are not withheld as a result of any action or default on the part of the Lessee its employees agents or contractors or any person in the Building or the Premises with the actual or implied authority of any of them (including any breach by the Lessee of its covenants under this Lease) for which the Lessor shall be liable for or in the execution of any alterations or additions to the Premises by the Lessee;
 - (b) any interference or obstruction caused by or on behalf of the Lessee of any right of light air drainage or other right now existing for the benefit of any adjoining or neighbouring property;
 - (c) any stoppage of the drains caused by or on behalf of the Lessee used in common with the owner or occupier of any adjoining or neighbouring property;
 - (d) all liability which may be incurred by the Lessor in respect of any of the matters referred to in paragraph (a) of this clause.
- (37) In the event of the breach non-performance or non-observance of any of the covenants conditions agreements and provisions contained or referred to in these presents by any underlessee or other person holding the Premises as underlessee or licensee of the Lessee forthwith upon discovering the same to take and institute at its own expense all necessary steps and proceedings to remedy such breach non-performance or non-observance.
- (38) To comply with all reasonable regulations and recommendations relating to the Building of the Lessor its insurers the police or any other authority whatsoever of which actual or constructive notice is given to the Lessee.
- (39) At all times during the Term duly to perform and observe all the covenants agreements and provisions affecting the Premises which are contained in

the Letters Patent relating to the Building and on the part of the Lessee thereunder to be performed and observed (except the covenant for payment of ground rent) and except such taxes as may be imposed on the Lessor in respect of income derived herefrom and such covenants as the Lessor agrees herein to observe and perform) and at all times to keep the Lessor indemnified against all actions proceedings costs damages claims demands and liability for or in respect of any breach which may be committed during the Term or any of the said covenants agreements and provisions except as aforesaid.

- (40) To indemnify the Lessor against all claims, actions or proceedings whatsoever which may be brought, commenced or initiated against the Lessor by reason of or arising out of the fixing of the Air-Conditioning Chillers in the manner permitted and provided for in the Third Schedule hereto.
- (41) To pay all sums that may become properly and lawfully due for the electricity supplied to the Air- Conditioning Chillers and to keep the Lessor indemnified against being called upon to pay the same.
- (42) The Lessee shall maintain and repair the Air-Conditioning Chiller system on the upper roof and part of the roof of the Building or any replacement thereof including the Air-Conditioning Chillers (details of which are described in Paragraph 1 of The Eighth Schedule hereto) together with the electrical and plumbing installations thereto in good tenantable repair and condition and to replace the same when necessary and in the last year of the Term to repair or replace the air-conditioning chiller system as is necessary to the reasonable satisfaction of the Lessor's surveyor acting reasonably and it is hereby agreed that the existing air-conditioning chiller system or any replacement thereof shall be and remain a Lessor's fixture for all purposes in connection with this Lease.
- (43) The Lessee will pay for the reasonable costs of the insurance in the joint names of the Lessor and the Lessee of the Air-Conditioning Chillers against all third party risks and any damage which may be caused by them or their use to the Building in an amount of at least £2,000,000 within 14 days of

the Lessor producing a copy of the insurance policy in question together with proof of payment of premiums of the same if so requested by the Lessee.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

- (a) That if the said rent or any part thereof or the Maintenance Rent or any part thereof after delivery of a Certificate referred to in clause 2(c) hereof shall be unpaid for twenty-one (21) days next after they have become payable whether the same shall have been formally demanded or not or if the Lessee shall not duly perform or observe all the covenants conditions and stipulations hereby on the part of the Lessee to be performed or observed or if the Lessee shall become bankrupt or enter into any arrangement or compromise with the Lessee's creditors or enter into compulsory or voluntary liquidation (except for the purposes of amalgamation or reconstruction of a solvent company not involving a realisation of assets) as the case may be or if the Lessee shall make any assignment or composition for the benefit of the Lessee's creditors then and in any of the said cases and henceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to re-enter into or upon the Premises or any part thereof in the name of the whole and repossess and enjoy the same as if this Lease had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained.
- (b) In case the Premises or any part thereof shall at any time during the Term be so damaged or destroyed by fire or other risk against which the Lessor shall have insured or not or by any cause whatsoever or affected by any Latent Defect as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall cease to be payable either for the period until the Premises shall again be rendered fit for occupation and use or until the expiration of such period from the date of such damage or destruction as the Lessor shall receive insurance money equivalent to the rent hereby reserved and payable at the relevant time but for the foregoing provisions (whichever of the said periods shall be the shorter) and any dispute with reference to this proviso shall be referred to arbitration in accordance with the Arbitration Act or any modification or re-enactment thereof for the time being in force in Gibraltar **PROVIDED** that the Lessor shall not be required

to reinstate the Premises if by reason of the condition of the same or of any local regulation or other circumstances beyond the control of the Lessor it is not practicable or reasonable so to do and in the event that the Premises have not been reinstated so as to be fit for use and occupation within a period of twenty-four (24) months from the calamity then either party may by written notice to the other forthwith determine the Term hereby granted but without prejudice to any right of action accruing to either party prior to the giving of such notice (but excluding the termination of the Term as aforesaid) and without the payment of any compensation whatsoever.

- (c) If the Lessee wishes to determine this Lease prior to the end of the Term it shall be entitled to terminate this Lease on 18th December 2025 by giving to the Lessor not less than twelve (12) months' prior notice in writing of such wish to terminate this Lease such notice to expire on the 18th December 2025 **AND** on the expiry of any such notice the Term shall absolutely and immediately determine and cease on 18th December 2025 but without prejudice to the ability of either party to enforce its rights and remedies against the other in respect of any claim or breach of covenant arising before that date.

6. The Lessor **HEREBY COVENANTS** with the Lessee subject to the Lessee paying the rent and the Maintenance Rent hereby reserved and performing and observing the several covenants conditions stipulations and agreements herein contained and on the Lessee's part to be performed and observed but not so as to be personally liable after the Lessor shall have transferred all its estate and interest in the Building as follows:

- (1) that the Lessee shall and may peaceably and quietly hold and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor;
- (2) that the Lessor will pay the ground or quit rent reserved to Her Majesty Her Heirs and Successors and perform and observe the covenants conditions and stipulations contained in the Letters Patent;
- (3) subject to the payment by the Lessee of the Maintenance Rent that the Lessor will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Lessee insure and keep insured the Building and all landlord's fixtures against loss or damage by fire flood and other risks and special perils normally insured under a comprehensive policy on property of the same nature as the Building and against the additional risks specified in clause 7(1) of this Lease (hereinafter referred to as the

"Additional Risks") and such other further risks from time to time as the Lessor may in its absolute discretion think fit (including two years' loss of rent and professional and other fees in relation to the reinstatement of the Building) in an insurance office of repute in the full amount of the cost of rebuilding as advised by the Lessor's managing agent or surveyor or by a qualified agent whose decision shall be final the same or such greater sum as the Lessor shall think fit and whenever required produce to the Lessee a true copy of the policies of such insurance and true copies of the receipt for the last premium for the same and will (subject as aforesaid) in the event of the Building being damaged or destroyed by fire or such other risks as aforesaid as soon as reasonably practicable lay out the insurance monies (except monies received in respect of loss of rent) in the repair rebuilding or reinstatement of the Building;

- (4) subject to the payment by the Lessee of the Maintenance Rent the Lessor will maintain repair redecorate and renew:
 - (a) the main structure of the Building including the roof, beams, columns floor slabs and all other external parts of the Building;
 - (b) the water pipes pumps drains ducts and electric cables and wires in under and upon the Building enjoyed or used by the Lessee in common with the owners lessees and occupiers of the other parts of the Building;
 - (c) the main entrance entrance hall passages landings staircases lifts and all such other internal parts of the Building used in common by one or more occupiers of the Building;
 - (d) the forecourts and parking area and public footpath (if any) on the ground floor of the Building.
- (5) Subject to the payment by the Lessee of the Maintenance Rent the Lessor will so far as practicable (i) keep reasonably clean and lighted such parts of the Building as require lighting and cleaning and (ii) employ any manager porter or other servants or contractors for any and all purposes connected with the Building.
- (6) Subject to the payment by the Lessee of the Maintenance Rent that if so required by the Lessee the Lessor will enforce or join with the Lessee in enforcing the covenants in like terms as those contained in clause 4 hereof entered into or to be entered into by the Lessee of other parts of the Building

on the Lessee indemnifying the Lessor against all costs and expenses in respect of such costs and expenses as the Lessor may reasonably require.

- (7) That the Lessor will at no cost to the Lessee repair all or any Latent Defects in the Building and/or any damage which is the result or consequence of any Latent Defect subject as herein provided for.
- (8) Subject to the payment of the Maintenance Rent by the Lessee to the Lessor, the Lessor will attend to and perform all matters in respect of which the Maintenance Rent is payable as detailed in the Sixth Schedule hereto.
- (9) That the Lessor will allow the Lessee the benefit of any and all rights if any contained in the Letters Patent insofar as the same relate to the Premises.
- (10) That the Lessor will not do or cause to be done anything on the Premises which will render the Letters Patent liable for forfeiture.
- (11) That the Lessor shall provide a copy of the Schedule of the Insurance Policy when reasonable required by the Lessee within seven days of such request.
- (12) The Lessor will obtain insurance at a reasonable premium/cost in the joint names of the Lessor and the Lessee of the Air-Conditioning Chillers against all third party risks and any damage which may be caused to the Building by the Air-Conditioning Chillers or their use in an amount of at least £2,000,000 and produce to the Lessee a copy of the insurance policy in question together with proof of payment of premiums of the same within 48 hours of so being requested by the Lessee.

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that:

- (1) In this Lease the term “**additional risks**” shall mean and include the following:
 - (i) loss or damage of the Premises by earthquake explosion storm or tempest (including lightning) or by aircraft missiles or projectiles or articles dropped or ejected therefrom and (during such time as Gibraltar or the United Kingdom may be at war with any foreign power and if and so long as such risks shall be insurable) by acts of or on account of the Queen’s enemies to the full value of the cost of rebuilding the Premises hereinbefore provided for;

- (ii) any liability for nuisance or negligence which the Lessor or the servants or agents of the Lessor may incur in respect of the Premises or as to the owner or landlord thereof;
 - (iii) the plate glass and glass of all windows for their full reinstatement value;
 - (iv) all risks relating to the Premises which in the reasonable opinion of the insurance company appointed by the Lessor are usual necessary and advisable.
- (2) Words importing the masculine gender only shall include the feminine also and vice versa, words importing the neuter gender only shall include the masculine and feminine gender also and vice versa and the expressions the "**Lessor**" and the "**Lessee**" shall where the context so admits respectively include their respective successors in title and the persons claiming through or under them and where the Lessee consists of two or more persons all the covenants by the Lessee shall be deemed to be by the Lessee jointly and severally where the context so admits the Lessor includes the reversioner for the time being immediately expectant on the terms hereby created. The word "person" shall include corporation.
- (3) Time shall be of the essence in this Lease and in all clauses and provisions herein.
- (4) In this Lease the term "**uninsured risks**" shall mean and include terrorism (if such risk is not in fact insured against by the Lessor) and any risk against which cover is impossible in the insurance market.
- (5) In this Lease the term "**the Air-Conditioning Chillers**" shall mean, and include collectively, such air-conditioning chillers as are currently fixed and installed and described in the Eighth Schedule hereto, and as may from time to time be required , fixed and installed by the Lessee during the Term, for the Lessee's air-conditioning system in the Premises in accordance with the rights set out in the Third Schedule of the Lease and placed upon the roof top, upper roof top levels, or other suitable parts of the Building acceptable to the Lessor/the Lessor acting reasonably, and which acceptance shall not be unreasonably be withheld or delayed.

8. Any notice under this Lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at the Premises and in the case of a notice to be served on the Lessor it may be served in like manner

by serving the same personally at the registered address of the Lessor or it may be served upon any agent for the Lessor duly authorised in that behalf.

9. The term "Latent Defect" shall mean a defect or deficiency existing but not visible at the commencement of the Lease that is the result of a defect in design defective supervision of construction or defective or faulty workmanship or defective materials used or employed during the construction of the Building or any part thereof or any works of reconstruction or alteration relating thereto.

IN WITNESS whereof the parties hereto have executed this Lease under seal the day and year first before written.

**THE FIRST SCHEDULE
(the "Building")**

ALL THOSE hereditaments and premises with the Building erected thereon being F.P. Nos. 479, 482 and part 481 (also known as R. Nos. 232A 210 and part of R. No. 716) in the General Plan of the City of Gibraltar.

**THE SECOND SCHEDULE
(the "Premises")**

The Premises comprises **ALL THAT office Suite 6 on the Sixth Floor of the Building** having an area of 3,932 square feet which Office Suite is for the purpose of identification only shown outlined in "red" on the plan marked "A/1" annexed hereto.

**THE THIRD SCHEDULE
("Easements Rights and Privileges hereby demised")**

1. Full right and liberty for the Lessee and all persons authorised by it (in common with all other persons entitled to the like right) at all times during normal business hours and if necessary until midnight to go pass and repass over and along the forecourts parking area and main entrances of and all other common parts of the Building.
2. The free and uninterrupted passage and running of water and soil and electricity from and to the Premises through the sewers drains channels and water courses cables pipes and wires which are now or may at any time during the Term hereby created be in under or passing through the Building or any part thereof.
3. The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Building.

4. The right for the Lessee and all persons authorised by it with or without servants workmen and others at all reasonable times and from time to time upon giving reasonable notice (except in case of emergency) to enter into and upon any part of the Building for the purpose of maintaining or decorating the Premises or of inspecting cleansing repairing renewing and installing so far as may be necessary any such pipes tanks wires drains and conduits and ducts as aforesaid causing as little disturbance as possible and making good all damage caused.
5. The benefit of the covenants and restrictions contained or to be contained in the leases of the other parts of the Building granted or to be granted.
6. The right to exhibit a notice of the name and business of the Lessee and of its subsidiary and associated companies on the notice board in the entrance hall of the Building in such form and in such position as the Lessor shall reasonably prescribe.
7. The full right and liberty to use and enjoy at the Lessee's sole cost the Air-Conditioning Chillers currently fixed and installed on the roof top and upper roof top levels of the Building described in the Eighth Schedule hereto for the purposes of the efficient operation, use and enjoyment of the Lessee's air-conditioning system in or on the Premises.
8. The full right and liberty during the Term (subject to the approval of the Lessor) to install and fix at the Lessee's sole cost such additional or other Air-Conditioning Chillers as may from time to time be required by the Lessee upon the roof top, upper roof top levels, or other part or parts of the Building for the purposes of the efficient operation, use and enjoyment of the Lessee's air-conditioning system in or on the Premises.
9. The full right and liberty to connect the Air-Conditioning Chillers to the electricity supply to the Building via a separate electric meter or meters and to run the necessary cables ducts wires and other means of conduction and distribution therefrom to and from the Premises along the surface of the Building and through the Building by all convenient ways and means with all necessary related equipment for installing and fixing the Air-Conditioning Chillers in accordance with the manufacturer's specifications and with the specifications and plans already submitted to and approved by the local Planning Authorities (if necessary) and the Lessor (which consent shall not be unreasonably withheld) with a view to serving the Premises to ensure the efficient operation, use and enjoyment by the Lessee of the air-conditioning system in or on the Premises.
10. The right at all reasonable times during the day to enter into and go upon the Building including but not limited to the roof top and upper roof top levels or

wherever the Air-Conditioning Chillers are situate or may be situate from time to time during the Term with or without workmen and all necessary tools and equipment for the purpose of testing, installing and fixing, maintaining, replacing (when necessary), repairing and adjusting and inspecting the Air-Conditioning Chillers or any one or more of them, including all other machinery and equipment and connections via the said separate electricity meter or meters to the electricity supply to the Building and the cables ducts wires and other means of conduction and distribution therefrom to and from the Premises along the surface of the Building, and for doing all such other works as are necessary for maintaining the same in a good state of efficiency and proper working order for the full use and enjoyment by the Lessee of its air-conditioning system in the Premises, all such work being done by and at the sole expense of the Lessee **PROVIDED THAT:-**

a. such work as aforesaid shall be done in so far as reasonably possible at such times as may not cause any annoyance or disturbance to the other occupants of the Building or any adjoining premises;

b. no damage whatsoever shall be done to the Building other than is necessary for fixing, installing, connecting, maintaining, replacing, repairing, adjusting and inspecting the Air-Conditioning Chillers or any one or more of them and related equipment and connections as described in this Schedule and all damage so done shall be made good with all reasonable despatch by and at the expense of the Licensee;

c. no additions to and alterations shall be made to the Air-Conditioning Chillers or any one or more of them or the said connections thereto and no substitution of the same whatsoever shall be made by the Lessee without the previous approval in writing of the Lessor such approval not to be unreasonably withheld or delayed;

d. Upon the termination of this Lease the electric wiring to and from the said equipment and the Air-Conditioning Chillers and similarly the related equipment used in connection therewith shall remain the property of the Lessor and, if so required by the Lessor, shall be removed by the Lessee within 28 days, the Lessee making good all damage done to the Building in consequence of such removal.

- ii. **PROVIDED HOWEVER** that all the foregoing easements rights and privileges herein contained and subject to and conditional upon the Lessee contributing and paying the Maintenance Rent.

THE FOURTH SCHEDULE ("Exceptions and Reservations")

There are excepted and reserved out of this demise:

1. To the Lessor and the owners and occupiers of the other premises comprised in the Building:
 - (i) easements rights and privileges over and along and through the Premises equivalent to those set forth in paragraphs 2, 3 and 4 of the Third Schedule; and
 - (ii) the right for the Lessor and their duly authorised surveyors and agents with or without workmen and others upon giving reasonable notice at all reasonable times (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations hereunder.
2.
 - (i) All mines and minerals lying beneath the surface of the Premises.
 - (ii) Unrestricted right of winning working and carrying away the mines and minerals hereinbefore excepted and reserved but making good any structural damage occasioned to the Premises **PROVIDED THAT** in the exercise of such rights the Lessor shall not in any way interfere with the rights herein granted to the Lessee or will the Lessee's right to quiet enjoyment and **PROVIDED FURTHER** the Lessor will make full compensation to the Lessee for all and any damage loss or injury which shall be done or occasioned by or as a result of the exercise of the said rights excepted and reserved.

THE FIFTH SCHEDULE
("Restrictive and other covenants")

1. Not to erect upon or affix to the Premises or any part thereof any machinery or mechanical or scientific or electrical apparatus unless properly fitted with an approved suppressor against electric interference to other apparatus.
2. Not to stop stand or park any vehicle of the Lessee in such a manner as to obstruct the entrance of the Building or in any way interfere with the user of the Premises by the other lessees users or occupiers thereof.
3. Not to make or suffer any unreasonable noise in the Premises by way of piano gramophone radio or television receiving set or other mechanical or musical instrument vacuum cleaner singing or otherwise in any manner at any time whatsoever nor play or permit to be played nor use or permit to be used the said things or any of them in any manner whatsoever nor sing or allow any singing nor make or allow any noise of any kind whatsoever so as to be a nuisance or cause

annoyance to any other tenants owners or occupiers of the Building or in any neighbouring or adjacent property.

4. No live animal bird or reptile shall be kept in the Premises without the written permission of the Lessor which if given shall be deemed to be by way of licence revocable at will.
5. To comply with all further and other rules and regulations made at any time and from time to time by the Lessor in addition to or substitution for the foregoing rules and regulations or any of them which the Lessor may deem reasonably necessary or expedient for the safety security care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all lessees in the Building or for the management and upkeep of the Building generally as a high class commercial and financial building **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burden.

THE SIXTH SCHEDULE

("Costs expenses and outgoings and matters works and things in respect of which the Lessee is to pay the Maintenance Rent")

1. (a) The expense of maintaining repairing redecorating and renewing amending cleaning and repainting graining varnishing whitening air-blasting or colouring the Building and all parts thereof (but excluding the interior of the Premises) and all the appurtenances apparatus lifts and other things thereto belonging.

(b) All repairs to and reinstatement of the beams columns floor slabs and roofs and walls of the Building (except for such repairs and reinstatement required as a result of the act or defaults of any lessee or occupier of the Building).
2. The cost and expenses of maintaining repairing (a) the water pipes drains ducts and electric cables and wires in under or upon the Building (b) the main entrance entrance hall passages landing staircases lifts and all such other internal parts of the Building as are used by the Lessee in common with others as aforesaid (c) the forecourts and the parking area and the public footpath (if any) on the ground floor of the Building.
3. (a) The cost of cleaning and lighting the entrance hall main entrance and passages landings staircases lifts and other parts of the Building (but

excluding the interior of the Premises) and of supplying potable and brackish water to the toilets in the Building.

- (b) The working repairing maintenance and insurance of the lifts.
- (c) The cost and expense of maintaining, repairing and replacing the standby generators serving the common parts of the Building.
- 4. The salary and accommodation of any porters caretakers or other staff whatsoever employed in the Building.
- 5. The cost of insuring and keeping insured throughout the Term hereby created the Building and all Lessor's fixtures and fittings and appurtenances apparatus and other things against the insurable risks indicated in clause 6(3) and against the Additional Risks specified in clause 7(1) hereof and also against third party risks and such further or other risks as the Lessor shall from time to time determine in its sole discretion.
- 6. The cost of the collection of refuse from the Building on a once daily basis.
- 7. All rates taxes expenses outgoings and impositions (including brackish water rates) payable by the Lessor in respect of the whole or any part or parts of the Building which are common to one or more occupiers provided that this shall not include the rates in respect of vacant premises in the Building.
- 8. The costs of employing surveyors accountants auditors solicitors estate and managing agents.
- 9. The costs and expenses incurred by the Lessor in the general management of the Building or any part or parts thereof including the expenses of collecting rents maintenance rents and generally performing its obligations or exercising its powers hereunder or under any other lease of or including any part or parts of the Building.
- 10. In all matters relating to the costs expenses and outgoings and matters works and things the Lessor will whenever practicable have regard to the reasonable wishes of the Lessee.

THE SEVENTH SCHEDULE
("Provisions for ascertainment of rent")

- 1. For the purposes of Clause 1(b) of this Lease **IT IS HEREBY AGREED** that the following definitions and provisions shall apply namely:-

- (i) The expression "**Open Market Rental Value**" means the yearly rent at which the Premises could be let in the open market with vacant possession on the review date but upon the supposition (if not a fact) that the Lessee has complied with all the obligations including inter alia as to repair and decoration herein imposed on the Lessee (but without prejudice to any rights or remedies of the Lessor in regard thereto) having regard to:
- (a) the unexpired residue of the Term of the Lease;
 - (b) all other terms of this Lease other than the original rent hereby reserved but including the provisions for review of rent herein contained;
 - (c) current rental values for similar property in the neighbourhood assuming that vacant possession of the Premises can be given;
 - (d) the fact that the Premises are air conditioned; and
 - (e) that the net lettable area of the Premises comprises 3,932 square feet.

BUT DISREGARDING:

- (a) any effect on rent of the fact that the Lessee has or its predecessors in title have been in occupation of the Premises;
 - (b) any goodwill attached to the Premises by reason of the carrying on thereat of the business of the Lessee (whether by it or by a predecessor of it in that business);
 - (c) any effect on rent of any improvement carried out by the Lessee or a predecessor in title of the Lessee either before or after the execution of this Lease **PROVIDED THAT** the air-conditioning system in the Premises or any replacement thereof by the Lessee as provided for in this Lease shall not be considered an improvement for the purposes of this sub-clause; and
 - (d) in the case of the premises comprising licensed premises, any addition to its value attributable to the licence, if it appears to the valuer that having regard to the terms of the current tenancy and any other relevant circumstances the benefit of the licence belongs to the Lessee.
- (ii) The expression "**Review Date**" means the expiration of each successive period of three years for the purposes of ascertainment of the Open Market Rental Value under Clause 1(b) of this Lease.

(iii) The Open Market Rental Value shall be determined in manner following that is to say it shall be such annual sum as shall be:

- (a) specified in a notice in writing signed by or on behalf of the Lessor and posted by recorded delivery post in a pre-paid envelope addressed to the Lessee at the Premises at any time before the beginning of a clear period of six months immediately preceding a Review Date; or
- (b) agreed between the parties before the expiration of three months immediately after the date of posting of such notice as aforesaid in substitution for the said sum; or
- (c) in default of agreement as aforesaid then as shall be determined by an independent surveyor or valuer agreed between the Lessor and the Lessee or (in default of agreement) by a valuer appointed by the President of the Royal Institution of Chartered Surveyors of England on the application of either party and such valuer shall act as an arbitrator and every such determination shall be made in accordance with the provisions of the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

2. Any agreement between the Lessor and the Lessee as to the rent to operate from each Review Date during the Term (hereinafter called the "**New Rent**") shall be in writing signed by both parties.
3. If such agreement has not been made three (3) months before the commencement of the Review Date the Lessor may require an independent valuer (hereinafter called the "**Valuer**") to be appointed to determine the New Rent.
4. The Valuer shall be nominated by agreement between the Lessor and the Lessee or in default of agreement shall be appointed by the President of the Royal Institution of Chartered Surveyors of England on the application of either party.
5. If the President of the Royal Institution of Chartered Surveyors of England shall for any reason not be available or be unable to make such appointment at the time of application therefor the appointment may be made by his Deputy or next senior officer then available and able to make such appointment or if no such officer of the said Institution shall be so available and able by such officer of such professional body of surveyors as the Lessor shall designate and any reference hereafter to the said President shall be deemed to include reference to such Deputy or other officer.

6. Notice in writing of his appointment by the said President shall be given by the Valuer to the Lessor and the Lessee inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons.
7. The Valuer shall act as an expert and not as an arbitrator. The Valuer shall consider any valuation and reasons submitted to him within the said period but shall not be in any way limited or fettered thereby and shall determine the New Rent in accordance with his own judgment and opinion as to the true open market rental value of the Premises.
8. The Valuer shall give notice in writing of his decision to the Lessor and the Lessee within two (2) months of his appointment or within such extended period as the Lessor may agree.
9. If the Valuer comes to the conclusion that the open market rental value of the Premises is less than the rent operative for the period preceding the Review Date (hereinafter called the "**Current Rent**") the New Rent shall nevertheless be the same as the Current Rent and the decision of the Valuer shall so state.
10. If the Valuer shall fail to determine the New Rent and give notice thereof within the time and in the manner hereinbefore provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties hereunder either party may apply to the said President for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.
11. The decision of the Valuer shall be final and binding on the parties hereto on all matters hereby referred to him.
12. Rent shall not be due at the rate of the New Rent notwithstanding that the Review Date may already have commenced until after the Lessee has been given such notice pursuant to paragraph 8 of this Schedule and if the Review Date shall have commenced before the Lessee has been given such notice the rent shall for the time being and until such notice is given be at the rate of the Current Rent but on the first rent day after the giving of such notice to the Lessee there shall fall due in addition to the appropriate instalment of the New Rent a sum by way of additional rent equal to the difference between the New Rent and the Current Rent for the period since the commencement of the Review Date.
13. The fees of the Valuer shall be shared equally between the Lessor and the Lessee.

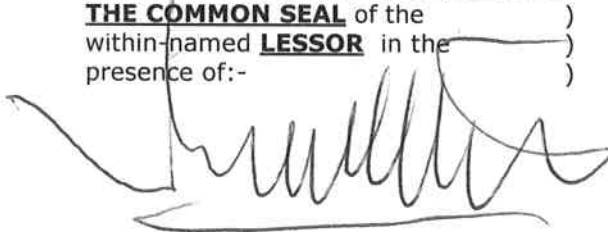
THE EIGHTH SCHEDULE

"The Air-Conditioning Chillers" & "The Air-Conditioning Fan Coils"

1. The Air-Conditioning Chillers marked "EU S-1", "EU S-2", "EU S-3", "EU S-4" and "EU S-5" coloured "Green" on the Upper Roof Level and part of Roof shown for identification purposes only on the Plan marked "B/1" details of which are set out in the "HVAC Equipment Schedule" marked "B/2" both annexed hereto.
2. The Air-Conditioning Fan Coils shown coloured "Red" for identification purposes only on the Plan marked "B/1" attached hereto details of which are set out in the HVAC Equipment Schedule" marked "B/2" also annexed hereto.

EXECUTED AS A DEED BY AFFIXING

THE COMMON SEAL of the
within-named **LESSOR** in the
presence of:-




Director

Gibfirst Managements Limited
Secretaries – Authorised Signatory



EXECUTED AS A DEED BY AN

AUTHORISED SIGNATORY
of the within-named **LESSEE**
in the presence of:-

Signature: 

Name: JARREN GRECH

Witness Name in full:

GISELLE A CORBY

Signature:

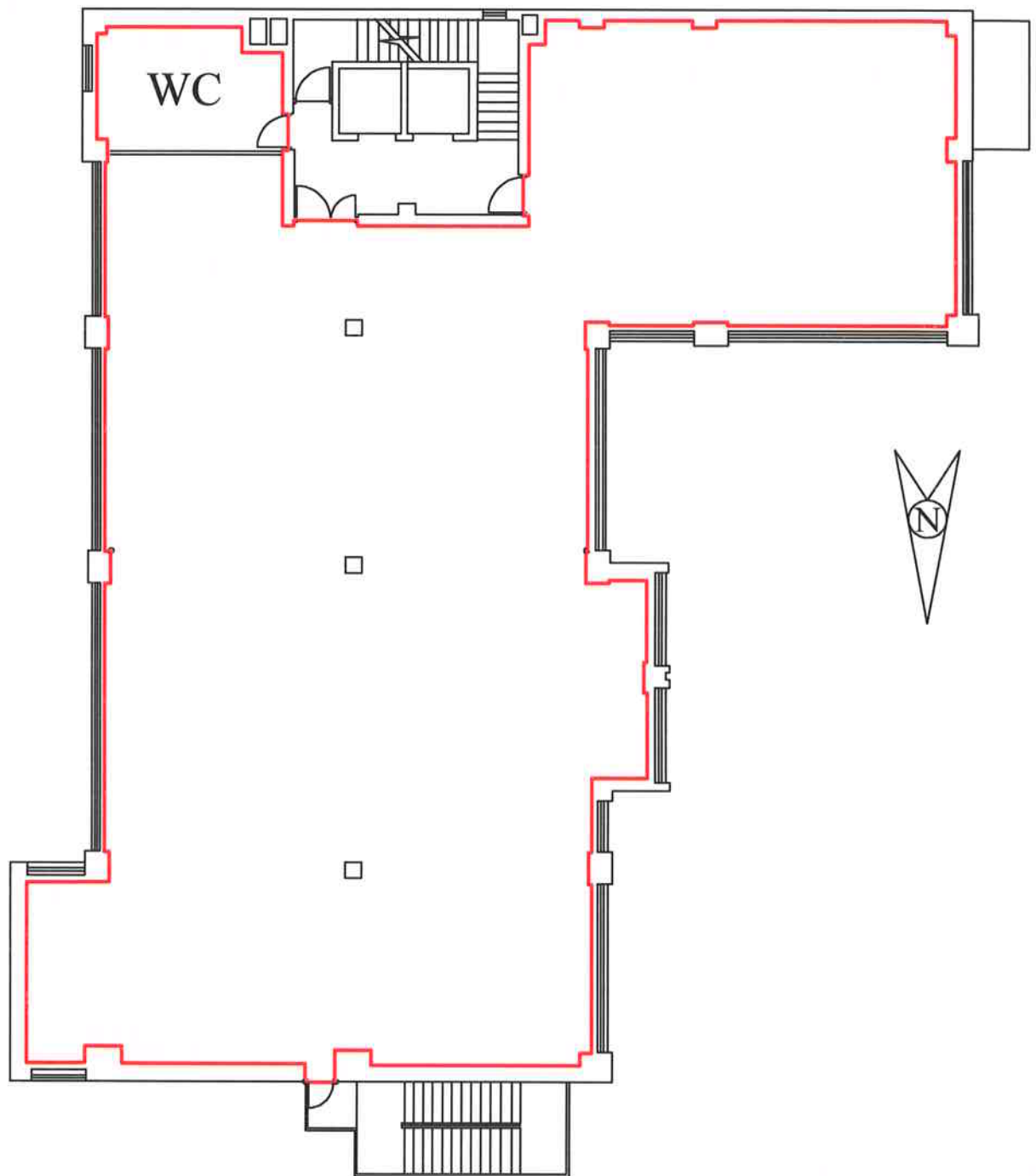


Address:

OFFICE OF THE CHIEF SECRETARY
NO. 6 CONVENT PLACE
GIBRALTAR

ENGROSSED DPPLEASE/6TH FLOOR 57/63 LWR—GOG—

"A/1"



NATWEST HOUSE - SIXTH FLOOR PLAN
57/63 LINEWALL ROAD GIBRALTAR

NOT TO SCALE

FOR IDENTIFICATION PURPOSES ONLY

Drawing No: 1034.07

Drawn by: A H Griffith

Issue: 2

Date: July 2019

"B/1"



Diagram of the upper roof level showing the layout of the roof and the location of the roof-mounted equipment. The diagram includes a staircase, a large rectangular area, and a smaller rectangular area. The equipment is labeled EU S-3, EU S-4, EU S-5, and EU S-6. The equipment is connected to a main line labeled "TO BELLON" and a branch labeled "TO S-1". The equipment is also connected to a "FIRE ALARM" system. The diagram is labeled "UPPER ROOF LEVEL" and "PART OF ROOF".

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NATWEST HOUSE, 57-63 LINE WALL ROAD, GIBRALTAR
SUITE 6, SIXTH FLOOR
HVAC EQUIPMENT SCHEDULE

"B/2"

DATE 10/07/2019

SCHEDULE 8900
REVISION B
DATE 02/07/2019

SYSTEM	ROOM	INTERNAL FAN COIL UNITS			MANUFACTURER		EXTERNAL CHILLER UNITS		
		REFERENCE	SERIAL NUMBER	MODEL	BOTH INTERNAL AND EXTERNAL UNITS		REF	SERIAL NUMBER	MODEL
1	ROOM 04	U/I/1/8	6015394	FXZQ32M9V1B	DAIKIN		EU S-1	6001683	REYQ P8Y1B
1	ROOM 05	U/I/1/7	6015393	FXZQ32M9V1B					
1	ROOM 06	U/I/1/6	J004604	FXZQ50A2VEB					
1	ROOM 09	U/I/1/1	6019870	FXZQ25M9V1B					
1	ROOM 10	U/I/1/2	6011361	FXZQ40M9V1B					
1	ROOM 11	U/I/1/3	6011018	FXZQ40M9V1B					
1	ROOM 12	U/I/1/4	6010087	FXZQ50M9V1B					
1	ROOM 13	U/I/1/5	6011020	FXZQ40M9V1B					
1	ROOM 16	U/I/1/9 (9A)	6015393	FXZQ32M9V1B					
1	ROOM 16	U/I/1/10 (9B)	6015393	FXZQ32M9V1B					
2	ROOM 01	U/I/2/8	6017728	FXZQ25M9V1B	DAIKIN		EU S-2	6001891	REYQ P8Y1B
2	ROOM 02	U/I/2/7	6014269	FXZQ32M9V1B					
2	ROOM 15	U/I/2/1	6010088	FXZQ50M9V1B					
2	ROOM 17	U/I/2/2A	6010092	FXZQ50M9V1B					
2	ROOM 17	U/I/2/2B	6009724	FXZQ50M9V1B					
2	ROOM 18	U/I/2/3	6017971	FXZQ25M9V1B					
2	ROOM 19	U/I/2/5	6014274	FXZQ32M9V1B					
2	ROOM 20	U/I/2/6	6014273	FXZQ32M9V1B					
2	ROOM 21	U/I/2/4	6017728	FXZQ25M9V1B					
3	ROOM 03	U/I/3/1	J016790	FCQG100FVEB	DAIKIN		EU S-3	1506738	RZQSG100L9V1B
4	ROOM 07	U/I/4/1	J660130	RDX35E7VMB	DAIKIN		EU S-4	J044712	RX535J2V1B
5	ROOM 14	U/I/5/1	E002197	ASHG14LMCA	FUJITSU		EU S-5	E004872	AOHG14LMCA

VENTILATION SYSTEMS

SYSTEM	ROOM	REFERENCE	SERIAL NUMBER	MODEL	MANUFACTURER
6	ROOM 08	VAM 6/1	1002429	VAM 1000 FARVEI	DAIKIN
7	ROOM 01	VAM 7/1	1000188	VAM 1000 FARVEI	DAIKIN