

period specified within the Schedule for the completion of the Works to be carried out by the Landlord to or for the benefit of the Property and pursuant to the requirements of clause 3(g) above, withdraw the Property or any part of the Property or Permitted Part from its availability to the Tenant Company, in the circumstance of non-occupation of the Property or any part of the Property or Permitted Part by any person or persons with the consent of the Tenant Company

- (x) To provide to the Tenant Company not less than twelve calendar month's notice in writing of any Property or part of any Property or Permitted Part which the Landlord may wish to delete from the Property, subject always to the restriction that not more than 25% (twenty five percent) of the Property may be included by the Landlord within such notice in any one twelve month calendar period.

4. The Tenant Company shall be entitled to terminate this tenancy at any time during the Term:

4.1 Forthwith on the giving of written notice to the Landlord:

4.1.1 In the event of the Directorate giving notice to the Tenant Company terminating the Agreement or requiring the Tenant Company to cease using the Landlord as a sub-contractor for the purpose of providing accommodation or to cease using the Property; or

4.1.2 In the event of the Property not meeting or ceasing to meet the requirements of the Directorate; or

4.1.3 In the event of the Property not meeting or ceasing to meet any national, local or any other rule or regulation imposed from the commencement of the Term or from any date thereafter and affecting or governing its use, whether the consequence of failure to meet or ceasing to meet such national, local or other rule or regulation arises by way of action or inaction on the part of the Landlord, the Superior Landlord (if any), the Tenant Company, the Directorate or otherwise howsoever; or

4.1.4 In the event of the Landlord being in Material Default.

4.2 By giving to the Landlord not less than six months notice in writing

and on the giving or expiration (as the case shall require) of any such notice the Term shall cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of any of the agreements on the part of the Landlord or the Tenant Company.

5. If the Property (or any building of which the Property forms part) shall be damaged or destroyed so as to be unfit for occupation or use or access shall cease to be available then the Rent or a fair and just proportion according to the nature and extent of the damage sustained shall cease to be payable until the Property shall have