

1.2 insofar as it is required by the terms of the Appointment to provide information to the Directorate/Tenant Company such information shall be supplied properly and in a timely manner.

2. **DIRECTORATE'S RIGHTS AND LIABILITIES**

2.1 The Landlord acknowledges that the Directorate has no liability to the Landlord in respect of fees and expenses under the Appointment unless and until the Appointment has been novated to it in the manner set out in Clause 3.1 or 3.3 hereof.

3. **STEP-IN RIGHTS**

3.1 In the event of termination of the Accommodation Contract by the Directorate otherwise than by mutual agreement with the Tenant Company the Landlord will if so required by notice in writing given to it by the Directorate within 21 days of the date of termination of the Accommodation Contract ("the Notice Period") accept the instructions of the Directorate or its appointee to the exclusion of the Tenant Company to continue to perform its duties and responsibilities under the Appointment and shall forthwith after the expiry of the Notice Period execute a novation agreement substantially in the form contained in Schedule 1 whereby the Directorate is substituted for the Tenant Company from the date of execution of the novation agreement as the Tenant Company under the Appointment.

3.2 The Landlord will not in any circumstances exercise any right it may have to terminate the Appointment or to treat the same as having been repudiated by the Tenant Company or to discontinue the performance of its duties and responsibilities thereunder until it shall first have given to the Directorate not less than twenty one days written notice of such matters **PROVIDED THAT** after the service of such notice the Landlord shall not be in breach of any obligations to the Tenant Company by reason of the Landlord complying with instructions given to it by the Directorate and it shall not be obliged to consult or act on the instructions of the Tenant Company.

3.3 If within such period of notice the Directorate shall give notice in writing to the Landlord that it is not content that the Appointment shall be determined repudiated or discontinued as aforesaid and requiring the Landlord to accept instructions of the Directorate or its appointee to the exclusion of the Tenant Company to continue to carry out its duties in conformity with the Appointment then the Directorate the Tenant Company and the Landlord shall forthwith execute a novation agreement substantially in the form contained in Schedule 1 to this Schedule 2 whereby the Directorate is substituted for the Tenant Company from the date of execution of the novation agreement under the Appointment.

3.4 Where the Directorate gives notice to the Landlord under either Clause 3.1 or 3.3 hereof it shall also give a copy of such notice to the Tenant Company, and the Tenant Company hereby undertakes upon receipt of such notice to enter with the Landlord and the Directorate into the novation agreement as referred to in Clauses 3.2 or 3.3 hereof.

3.5 The Landlord and the Tenant Company hereby agree with the Directorate that they will not vary or agree to vary the conditions of the Appointment without the prior written consent of the Directorate such consent not to be unreasonably withheld or delayed.