

under which the Landlord holds the Property provided that the Landlord shall remain liable to pay pursuant to such Lease any ground or other rent, service charge or insurance premium due to the Lessor any management company or any other person

- (i) At all times to keep or procure that the occupants of the Property shall keep the fixtures and fittings specified in Schedule 1 hereof in good and substantial repair and condition (fair wear and tear excepted).

2. Provided as follows:

- (i) If the Rent or any instalment or part thereof shall be in arrears or unpaid for at least twenty-one days after the same shall have become due (whether legally demanded or not); or
- (ii) In the event of the breach of any of the agreements on the part of the Tenant Company; or
- (iii) If the Tenant Company shall enter into liquidation whether compulsory or voluntary except for the purpose of reconstruction or amalgamation

then the Landlord may re-enter on the Property and then immediately thereupon the tenancy shall absolutely determine without prejudice to the other remedies of the Landlord.

3. The Landlord agrees with the Tenant Company:

- (a) That the Tenant Company paying the Rent and performing the agreements on the part of the Tenant Company may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust of the Landlord
- (b) To keep the Property (and any building of which it forms part) insured against loss or damage by fire lightning explosion impact storm tempest flood bursting and overflowing of water tanks apparatus and pipes impact from aircraft and other aerial devices and any articles dropped from aircraft earthquake riot civil commotion industrial unrest acts of malicious persons and such other risks as the Tenant Company shall reasonably require in the amount which constitutes the full reinstatement value of the Property and to pay all sums due in respect of such insurance promptly when they fall due. Where the Landlord holds the Property on a Lease under which the Lessor is obliged to insure then the obligation on the part of the Landlord contained in this sub-clause shall be discharged by the due performance and observance of the obligations on the part of the Lessee pursuant to such Lease
- (c) In the event of damage to or destruction of the Property (or any building of which the Property forms part) the Landlord shall forthwith rebuild and reinstate the Property (and any building of which the Property forms part) or shall procure that the Superior Landlord (if any) shall do so