

"Subcontractor's Agreement" means an agreement between the Landlord, the Tenant Company and the Directorate substantially in the form set out in Schedule 2 hereto

"The Tenant Company" includes the successors in title and assigns of Clearsprings (Management) Limited.

References to the Property include references to any part or parts of the Property.

RECITALS

- (1) The Tenant Company has agreed pursuant to the terms of the Agreement to provide accommodation and related service to Asylum Seekers.
- (2) In the discharge of the obligations of the Tenant Company pursuant to the Agreement the Tenant Company is entitled to procure suitable accommodation through others and for this purpose has agreed to enter into this Agreement and hereby appoints the Landlord and the Landlord agrees to act for the Tenant Company upon the terms and conditions set out in this Agreement including the obligation to enter into the Subcontractor's Agreement provided under Schedule 2 hereto.
- (3) The Landlord has agreed that in entering into this Agreement and with effect from the Execution Date and throughout the Term of this Agreement, it shall not; without the prior written approval of the Tenant Company, (which approval shall not be unreasonably withheld or delayed) supply any accommodation to any other tenant company who may from time to time be a provider of accommodation and related service to Asylum Seekers under any contract or agreement with The Secretary of State for the Home Department acting through the Immigration and Nationality Directorate, unless;
 - the Landlord shall offer to provide more suitable accommodation to the Tenant Company than the Tenant Company may from time to time require; and
 - the Tenant Company shall first have been offered the suitable accommodation for its own use under the Agreement; and
 - the Landlord shall provide the Tenant Company with first refusal with regard to any and all suitable accommodation that may become available in the future, notwithstanding that the Tenant Company may have declined to procure suitable accommodation previously offered by the Landlord.

For the avoidance of doubt the exclusivity provisions of this Agreement under the Recital at item 3, shall not apply to the Landlord insofar as it offers a letting service for accommodation to the general public.

- (4) It is intended that the Operative Provisions hereof as hereinafter set out shall apply to each of the Properties as if each property were let under a separate agreement containing each and every Operative Provision