

TERMS AND CONDITIONS

1. The terms set out below constitute a Confidential/Multiple/Introduction Fee Agency Agreement between:

[Name]

1.
[Address]

.....

..... Postcode..... (the "Introducer"); and

2. SRA Ventures Limited
of 4c New Mart Road Edinburgh
EH14 1RL (the "Landlord")

2. This Agreement relates to the introduction of a tenant to lease the warehouse premises at 4 Huly Hill Road, Edinburgh, EH28 8PH (the "Property").

Payment of Finder's Fee

3. The fixed fee will be payable if the Introducer introduces a third party to the Landlord and such third party enters into a legally binding lease of the Property. For the avoidance of any doubt, the fixed fee will be payable only if the introduction by the Introducer of the prospective tenant is the effective cause of the subsequent lease of the Property to that tenant.
4. A fixed fee of £25,000 will be payable by the Landlord to the Introducer if earned under the terms of this agreement. The fixed fee is payable within 28 days of the prospective tenant executing a legally-binding FRI lease for a minimum period of 5 years at the lower of £200,000 per annum or Market Rent. "Market Rent" shall be determined by Graham and Sibbald ("G&S"), or such other qualified valuer as the Landlord may appoint, and shall be the amount that G&S determine is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let in the open market at the time of the introduction. The determination of "Market Rent" by G&S shall be final and binding on the parties in the absence of manifest error or fraud.
5. In the event that the Landlord agrees to enter into a lease of the Property at less than "Market Rent", the fee of £25,000 shall be reduced pro rata to reflect the difference between the actual rent under such lease and the "Market Rent".
6. The fixed fee is payable only once irrespective of whether there is a subsequent renewal of the lease.

7. The fixed fee will be repaid by the Introducer to the Landlord in the event that the lease is terminated as a result of any default by the tenant within 12 months of the date of entry of the lease.
8. The fixed fee covers all charges including advertising and promotional costs. Such costs that the Introducer may incur will be paid by the Introducer.
9. The Landlord is entitled to instruct several parties to attempt to find a tenant for the Property. Only the successful Introducer who introduces the tenant will be entitled to the fixed fee. In addition, the Landlord will appoint G&S to act as official agents in respect of the Property. The fee of these agents will be paid by the Landlord. In the event that G&S introduce the prospective tenant, no fee will be payable to the Introducer.

Practical Matters re Marketing of Property

10. The Introducer will, promptly and accurately, forward to the Landlord all offers received from potential tenants.
11. The Landlord will not attend viewings (unless otherwise agreed). The Introducer will accompany all viewings of the Property unless agreed otherwise with the Landlord in writing. If the Introducer is arranging for someone to view the Property, the Introducer will agree the arrangements with the Landlord beforehand.
12. If access to the Property is required by a person acting on behalf of any potential tenant (e.g. surveyor, builder, tradesman), the Introducer will again contact the Landlord to make suitable arrangements for the visit.
13. The Introducer will take all reasonable steps to make sure that all statements, whether written or oral, about the Property, are accurate and not misleading. The Introducer will accept all responsibility for making such statements to any prospective tenants. The Introducer will indemnify the Landlord for any losses whatsoever that the Landlord may suffer as a result of any inaccurate or misleading statements made by the Introducer.

Confidentiality

14. The terms set out above shall be kept confidential by the parties. Neither party shall disclose the terms without the other party's written consent.

We agree to the above terms

..... [2020. For and on behalf of the Introducer

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