

07/9609

Books of Council and Session

Extract Registered 8 Mar 2007

FITTING-OUT LICENCE

MALCOLM CAMPBELL LIMITED
LADBROKES BETTING AND GAMING
LIMITED

MCCLURE NAISMITH
DX GŴ64 GLASGOW

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07/9609

AT EDINBURGH the Eighth day of March Two thousand and seven the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

MINUTE OF AGREEMENT

constituting

FITTING-OUT LICENCE

between

MALCOLM CAMPBELL LIMITED, incorporated under the Companies Acts (registered number SC004399) and having their registered office at 4 Woodside Place, Glasgow G3 7QF (hereinafter called "the Landlord")

and

LADBROKES BETTING & GAMING LIMITED; incorporated under the Companies Acts (registered number 775667) and having its registered office at Imperial House, Imperial Drive, Rayners Lane, Harrow, Middlesex (hereinafter called "the Tenant")

- 1 In this Deed the following expressions shall have the following meanings:-
 - 1.1 "the Landlord" and "the Tenant" means the parties to this Deed respectively above referred to by those names and shall include their successors in title.
 - 1.2 "the Lease" means the Lease between the Landlord and the Tenant dated of even date with the execution hereof.
 - 1.3 "the Property" means the Premises leased by the Lease known as 35-39 Murraygate, Dundee.
 - 1.4 "the Works" means the works shortly described in the Schedule hereto.
- 2 Where the Tenant is more than one individual or company the undertakings by the Tenant herein contained are joint and several.
- 3
 - 3.1 The Landlord is entitled to the interest of the Landlord in the Lease.
 - 3.2 The Tenant is entitled to the interest of the Tenant in the Lease.
- 4 The Landlord HEREBY GRANTS CONSENT to the Tenant to carry out the Works in and upon the Property subject to the conditions of these presents.
- 5 The Tenant HEREBY UNDERTAKES with the Landlord and binds and obliges itself:-
 - 5.1 Before commencing the Works:-

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- 5.1.1 at the expense of the Tenant to obtain all such licences, consents and permissions as may be required by law and in particular but without prejudice to the generality thereof to obtain all consents and permissions as may be required under the Building (Scotland) Acts for the time being in force and all regulations and orders made thereunder.
- 5.1.2 to produce to the Landlord copies of all such licences, consents and permissions.
- 5.1.3 to give such information to the Landlord as may be reasonably required by the Landlord that the undertakings and obligations on the part of the Tenant herein contained have been satisfactorily complied with.
- 5.2 As and when the Works are to commence:-
 - 5.2.1 to carry out the Works at the sole expense of the Tenant in a proper and workmanlike manner and with good quality materials to the reasonable satisfaction of the Landlord and in a manner which shall not constitute any material nuisance or annoyance to the Landlord or the tenants, owners or occupiers of any adjoining or neighbouring premises and in compliance with (i) the provisions of all relevant Acts of Parliament and any orders or regulations made thereunder all local bye-laws and fire regulations and to complete the Works in manner aforesaid within three months from the date hereof and without prejudice to the generality of the foregoing to carry out the electrical installations in accordance with the Regulations of the Institute of Electrical Engineers.
 - 5.2.2 to notify the Landlord within seven days of the date of commencement of the Works and immediately upon completion of the Works.
- 5.3 To indemnify and keep the Landlord indemnified against all liability howsoever caused arising out of the execution of the Works and in the exercise or purported exercise of the rights hereby granted and to make good any damage caused to any adjoining or neighbouring premises to the reasonable satisfaction of the Landlord.
- 5.4 To permit the Landlord (and its Surveyors) at all reasonable times and upon giving prior written notice to inspect the progress of the Works and the quality of the materials and workmanship used therein.
- 5.5 By the expiration or sooner determination of the Period of the Lease (or so soon as the Licence hereby granted shall become void) if so required by the Landlord and at the cost of the Tenant to dismantle and remove the Works (other than those Works which are of a permanent nature) and to reinstate and make good the Property and to restore it to its appearance at the Date of the Lease such reinstatement to be carried out on the same terms (mutatis mutandis) as are stipulated in this Deed with respect to the carrying out of the Works in the first place (including as to consents, the manner of carrying out works, reinstatement, inspection, indemnity, costs and otherwise).

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- 5.6 To pay the proper and reasonably incurred legal expenses of the Landlord of and incidental to the preparation and completion of this Licence together with Value Added Tax thereon and all disbursements including stamp duty thereon and to pay the proper and reasonable fees of the Landlord's Surveyors and other professional consultants including Value Added Tax thereon for the perusal and adjustment of the specification and drawings for the Works and the inspection of the Works.

6 CDM Regulations

- 6.1 The Tenant shall be obliged to give immediate notice to the Landlord of the commencement on the Property of a project of construction work within the meaning of The Construction (Design and Management) Regulations 1994 (which together with any amendment, variation and/or re-enactment from time to time for the same and any Codes of Practice or any other guidance issued by any competent authority are hereinafter called the "Regulations").
- 6.2 The Tenant shall be or in a question between the Landlord and the Tenant (where a third party has been appointed by the Tenant as a Client) shall be deemed to be the Client as defined in the Regulations for the purposes of the Regulations and shall in so far as applicable to such works be obliged to comply with and to procure compliance with the Regulations by the parties carrying out any such works.
- 6.3 Without prejudice to the provisions of the Regulations, the Tenant shall provide to the Landlord a copy of the declaration issued in terms of the Regulations forthwith after issue.
- 6.4 The Tenant shall on receipt of a written request from the Landlord make available throughout the period of the Lease for the Landlord's inspection the Health and Safety File prepared and thereafter maintained in accordance with the Regulations and the Tenant shall be responsible for, and shall ensure that, the Health and Safety File has been so prepared and maintained. On the expiry or termination of the Lease for any reason, the Tenant shall deliver the Health and Safety File maintained as aforesaid to the Landlord.
- 6.5 The Tenant shall grant as beneficial owner (or procure that the beneficial owner shall grant) to the Landlord insofar as the Tenant has right thereto a royalty free, irrevocable and non-exclusive licence to use and copy any design, as built and maintenance and operational information comprised in the Health and Safety File for any purpose connected with the Property and that within ten working days of written demand by the Landlord.
- 6.6 It is specifically acknowledged by the Landlord and the Tenant that no partnership or agency shall be created consequential upon the provisions of this paragraph 6 or such works.
- 6.7 The Tenant's indemnity obligations in terms of the Lease shall apply in respect of any breach by the Tenant of its obligations under the Regulations.

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7 IT IS HEREBY DECLARED:-

- 7.1 That if the Works are not (except for reasons beyond the control of the Tenant but which the Tenant will use all reasonable endeavours to instigate) completed within three months of the date of entry under the Lease or in the event of any breach of the undertakings and obligations on the part of the Tenant herein contained before the completion of the Works then this Licence shall become null and void but only after the Landlord has served written notice on the Tenant giving notice of such breach and the Tenant has failed to remedy such breach within such reasonable period as shall be notified in such notice,
- 7.2 That this Licence is granted subject to the rights of the owners lessees and occupiers of all adjoining and neighbouring premises and other interested persons.
- 7.3 That during the execution of the Works and when the same shall have been completed all the undertakings and obligations on the part of the Tenant herein contained shall be deemed to be incorporated in the Lease and the power of irritancy contained in the Lease shall be construed and have effect accordingly.
- 7.4 The alterations comprised in the Works are carried out by the Tenant to suit the Tenant's own personal requirements and neither the Tenant nor any other person shall be entitled to any compensation in respect thereof at the expiration or sooner determination of the period of the Lease or at any other time.

8 Except in so far as amended hereby the parties ratify and confirm the whole terms of the Lease.

9 The parties consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the three preceding pages, together with the Schedule and Plan, both annexed hereto, are subscribed for and on behalf of the said Ladbroke's Betting and Gaming Limited at Middlesex on Twelfth February, Two Thousand and Seven by David Michael Bowen and Christopher David Evans, both Directors; And they are subscribed for and on behalf of the said Malcolm Campbell Limited at Glasgow on Twenty Second February Two Thousand and Seven by David Campbell and Graham Campbell, both Directors.

David Bowen

C. Evans

D. Campbell

G. Campbell

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The Schedule
referred to in the foregoing Licence
"The Works"

Those works more fully shown on the Plan reference REL/115/3913/01B annexed and executed as
relative hereto.

David L. P. H.

G. C.

J. M. H.
Cham

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EXTRACTED by me having commission to that effect from the
Keeper of the Registers of Scotland.