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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:-

LEASE

between

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

IT IS CONTRACTED AND AGREED between the Landlord and the Tenant as follows:-

1 In this Lease unless there be something in the subject or context inconsistent therewith

1.1 Interpretation

- 1.1.1 Words importing the masculine include the feminine and words importing the neuter include the masculine and feminine
- 1.1.2 Words importing the singular include the plural and vice versa
- 1.1.3 Words importing persons include corporations and vice versa
- 1.1.4 Any reference to an Act of Parliament includes any modification, extension or re-enactment thereof for the time being in force and all instruments, orders, regulations, permissions and directions for the time being made or given thereunder or deriving validity therefrom
- 1.1.5 The marginal notes in this Lease are inserted for convenience of reference and shall not form part of these presents nor shall they affect the construction of this Lease
- 1.1.6 Where the Tenant from time to time may be a firm this Lease shall be binding on the whole partners thereof including partners assumed after the date of this Lease and notwithstanding any change in the constitution of the Firm or resignation or retiral or death of a partner shall not cease to be so binding on all partners except by formal discharge by the Landlord, provided that the Landlord will not unreasonably withhold consent to the release of the retiring partner or the trustee in bankruptcy of a sequestrated partner or the estate of a deceased partner from liability under this Lease

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1.2 Definitions

The following expressions shall have the meanings now ascribed to them

1.2.1 "Clause" means a clause of this Lease

1.2.2 "Conduits" means water courses water supply pipes waste water pipes soil pipes drains sewers gutters gas pipes fuel pipes oil pipes electricity cables television telephone and data cables ducts and flues and all other conducting media passing along or through or over or under or upon the Premises whether or not used exclusively for the benefit of the Premises or shared with others

1.2.3 "Date of Expiry" means the natural date of expiry or sooner determination of this Lease (howsoever the same may be determined)

1.2.4 "the Frontage" means that part of the Premises forming the Ground, First, Second and Attic Floors of the front portion of the Premises including the roof and all structural parts, all as shown on, Plan No. 2, annexed and executed as relative hereto

1.2.5 "the Initial Fitting Out Works" means the works to be undertaken by the Tenant and referred to in the Fitting Out Licence between the Landlord and the Tenant dated of even date with these presents and to be registered in the Books of Council and Session

1.2.6 "Insured Risks" means the following risks namely loss damage or destruction whether total or partial caused by fire explosion storm tempest lightning flood subsidence landslip bursting or over-flowing of water tanks apparatus and pipes impact and (in peace time) aircraft and articles dropped therefrom riot civil commotion malicious damage public liability property owners and third party liability of the Landlord and such additional usual or appropriate commercial risks (including terrorism) as are from time to time included in any policy of insurance effected under this Lease as the same may be reasonably required by the Landlord or the Tenant subject always to such exclusions and limitations as may be imposed by the Insurers.

1.2.7 "the Insurers" means such UK Insurance office or underwriter of repute as is nominated by the Landlord

1.2.8 "the Landlord" means the said Malcolm Campbell Limited or its successors in title from time to time to the interest of the Landlord in the Premises

1.2.9 "this Lease" means these presents and the Schedule and Plan.

1.2.10 "Loss of Rent" means such a sum of money as the Landlord may reasonably estimate represents the loss of the rent payable hereunder for a period of three years in the event of partial or total destruction of the Premises having regard to the period required for reinstatement and potential increases in

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rent under the rent review provisions hereinafter contained or such greater sum as the Tenant may reasonably require

1.2.11 "Paragraph" means a paragraph of the Schedule

1.2.12 "the Plan" means Plan No. 1 annexed and executed as relative hereto

1.2.13 "the Planning Acts" means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Town and Country Planning (Consequential Provisions) (Scotland) Act 1997, and any local or public statutes re-enacting or modifying or replacing the same and all statutory instruments rules orders notices directions and regulations made thereunder

1.2.14 "Premises" means the subjects or any parts thereof described in the Schedule Part 1, all additions and alterations thereto which may be made during the period of this Lease and every part and pertinent thereof and all Landlords fixtures and fittings in and about the same excluding the Tenant's trade fixtures and fittings, including shop fronts, false ceilings, (but not so as exclude Tenant's trade fixtures and fittings from any repairing or decorating obligations applying to the Premises)

1.2.15 "Prescribed Rate" means the rate of interest which is four percentage points above the base rate for the time being of the Royal Bank of Scotland plc or in the event that such base rate ceases to exist a rate which is in the opinion of the Landlord reasonably equivalent

1.2.16 "Reinstatement Value" means the cost which would be likely to be incurred including professional fees and the cost of shoring up demolition and site clearance and fees to local authorities and Value Added Tax in reinstating the Premises in accordance with the requirements of this Lease at the time when reinstatement is likely to take place having regard to potential increases in costs as reasonably determined in the first instance by the Landlord or in such greater amount as the Tenant may reasonably require

1.2.17 "Related Company" means a company which is a subsidiary of or a holding company of or a subsidiary of any holding company of the Tenant as the terms "subsidiary" and "holding" are defined in section 736 of the Companies Act 1985

1.2.18 "Schedule" means the Schedule annexed and executed as relative to these presents

1.2.19 "Tenant" means the said Ladbrokes Betting and Gaming Limited or in substitution therefore its permitted assignees and in the case of an individual shall include the executors and representatives whomsoever

1.2.20 "Upper Front Offices" means the two offices at first floor level, with additional 2nd floor and attic space at 35/39 Murraygate, Dundee (forming

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part of the Frontage) and extending to the inner face of all ceiling, floor or wall surfaces therein, and including the doors thereto, any glazing therein (but not frames) and the staircases leading thereto and any doors serving same, together with all service media, plant and equipment exclusively serving same, but for the avoidance of doubt excluding all structural parts, supports, the roof and others

1.2.21 "Yard" means the passageway and rear yard shown hatched in red on Plan No. 1 annexed and executed as relative hereto

2. Subjects let

The Landlord in consideration of the rent and other prestations and of the whole conditions hereinafter specified hereby lets to the Tenant (but excluding always subtenants and assignees legal and conventional and creditors and managers for creditors in any form except where permitted under this Lease) ALL and WHOLE the Premises but excepting and reserving to the Landlord and all others for the time being authorised by it or otherwise entitled thereto the rights privileges and others specified in the Schedule Part 2

3. Duration

The duration of this Lease shall be for the period of 15 years from and after Thirtieth January Two thousand and six (which is declared to be the Tenant's date of entry hereunder notwithstanding the dates hereof) until Twenty ninth January Two thousand and twenty one

4. Initial Rent

The Tenant binds and obliges itself that it shall without any written demand therefor pay to the Landlord without any deduction whatsoever by banker's order or such other method as the Landlord may reasonably require

4.1 In respect of the Premises the yearly rent from time to time, as set out in terms of the Schedule Part 3 by equal quarterly payments in advance at the quarter days of Twenty eighth February, Twenty eighth May, Twenty eighth August and Twenty eighth November in each year beginning the first payment or a portion thereof at 30 January 2006 for the period from then to the next quarter day and the next payment of one full quarters rent at that next quarter day and for the quarter following and so forth quarterly thereafter during the currency of this Lease

4.2 the monies referred to in Paragraph 1 of the Schedule Part 4

4.3 within 21 days of demand an amount equal to

4.3.1 the sums from time to time properly expended or to be expended by the Landlord in terms of Clauses 7.2 and 7.3

4.3.2 the proper and reasonable fees incurred by the Landlord of any independent professional valuation of the Premises or revision thereof, for the purpose of determining the amount for which the Premises shall be insured, such valuation not to be carried out more than once every three years

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5 User

The Premises shall be used and continuously occupied throughout the period of this Lease by the Tenant for the purpose of a licensed betting office as permitted by the relevant legislation, and permitted purposes ancillary thereto including (1) the serving of refreshments and snacks and (2) the installation and operation of AWP and gaming machines, satellite and ~~terrestrial television and video equipment and such other transmission and reception~~ technologies as may replace the same from time to time, or with Landlord's consent any other use within classes 1 and/or 2 of the schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1997 such consent not to be unreasonably withheld. The Tenant however binds and obliges itself not to use the Premises or permit them to be used for any noisy offensive or dangerous trade or business nor for any illegal purpose nor for any purpose which is in the opinion of the Landlord immoral nor to do or permit to be done on the Premises anything which in the reasonable opinion of the Landlord may be or may tend to become a nuisance or cause disturbance or inconvenience to the owners or occupiers of any adjoining or neighbouring premises or be to the prejudice of the Landlord nor to hold or permit or suffer to be held upon the Premises any sale by auction or public exhibition or public show or spectacle or political meeting or for the sale of alcohol in any form or as a pornographic bookshop, entertainment centre or massage parlour nor permit or suffer any person to reside or sleep within the Premises or any part thereof unless specifically appropriate for that purpose with the prior written consent of the Landlord

6 Tenant's Obligations

The Tenant accepts the Premises as being in good and substantial and tenantable condition and hereby binds and obliges itself and its permitted successors and assignees:

- 6.1 to observe and perform throughout the currency of this Lease the conditions and obligations specified in the Schedule Part 4
- 6.2 in that the Landlord shall be entitled (but not bound) from time to time to appoint Managing Agents in respect of the Premises who shall collect rent, insurance premiums and other sums due by the Tenant to the Landlord and supervise the carrying out of repairs decoration and maintenance of and to the Premises, except to the extent that these works are organised and carried out by the Tenant, the Tenant shall within 14 days of demand reimburse the Landlord for and free and relieve it of all properly and reasonably incurred fees and outlays of the Managing Agents provided proper and reasonable at all times and excluding fees and outlays incurred in connection with the collection of rent (unless in arrears) and not exceeding 5% of passing rent on a per annum basis

7 Landlord's Obligations

The Landlord binds and obliges itself

- 7.1 that the Tenant shall enjoy quiet possession of the Premises without any interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord and subject to the reservations conditions and others herein contained or referred to the Landlord warrants this Lease to the Tenant at all hands and against all

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mortals but it is specifically declared that the Landlord does not warrant that the use of the Premises is or will continue to be authorised in terms of the Planning Acts or is suitable for the use specified in Clause 5 and declaring that the Landlord shall not be responsible for

7.1.1 any delay or stoppage in connection with the performance or observance of its obligations or for any omission to perform the same due to any cause or circumstances not within the Landlord's control but taking all adequate steps to remedy or make good the same as soon as practicable after notification thereof or

7.1.2 any stoppage bursting overflow damage or interruption of the Conduits or conduits exclusively serving the Premises and any damage resulting therefrom

7.2 Subject to the reasonable availability of cover (and under obligation to use reasonable endeavours to source a competitive level of premium) to effect and maintain with the Insurers a Policy of Insurance of Inter alia the Premises against the occurrence of the Insured Risks in such a sum as represents the Reinstatement Value of the Premises excepting plate glass therein and when lawful so to do to expend all monies received by virtue of any such Insurance towards reinstating the Premises but not the plate glass therein as soon as practicable after the destruction thereof or any damage thereto, making good any shortfall at its own expense, unless caused by any act or omission or default of the Tenant or its invitees

7.3 To effect and maintain with the Insurers a Policy of Insurance against Loss of Rent provided however that

7.3.1 If the Premises or any part thereof shall at any time be destroyed or so damaged by any of the Insured Risks as to render the Premises or a part thereof unfit for beneficial occupation or use and if the relative Policy of Insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act omission or default by the Tenant or any party for whom it is responsible then in such case the rent hereunder or a fair and just proportion thereof according to the nature and extent of the damage sustained (but in no event an amount greater than the sum from time to time recovered from Insurance against the Loss of Rent) shall be suspended and cease to be payable until the Premises again being rendered fit for beneficial occupation and use ; if the Premises have not been re-instated by the date that the monies from the Loss of Rent insurance shall cease to be recoverable by the Landlord, either party shall be entitled to terminate this Lease forthwith

7.3.2 This Lease shall not be terminated by reason of the destruction in whole or in part of the Premises but shall nevertheless endure for the whole period thereof

7.3.3 If the Premises are destroyed or damaged and the Landlord is of the opinion that the Premises cannot be reinstated prior to the Date of Expiry the

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Landlord shall not be obliged to expend the insurance monies in attempting to reinstate the Premises

7.3.4 the Landlord shall:-

7.3.4.1 supply to the Tenant, upon request a copy of the insurance policy (including details of the Landlord's fixtures and fittings covered) and a receipt for the payment of the last premium due or other evidence that the insurance is in force;

7.3.4.2 notify the Tenant forthwith in writing of the exclusions, conditions and warranties applicable to the insurance effected by the Landlord and to notify the Tenant in writing of any material change in such insurance; and

7.3.4.3 shall use reasonable endeavours to procure that a note of the Tenant's interest is endorsed on the policy of insurance and that the policy contains a waiver of subrogation rights against the Tenant.

7.4 To pay to the Tenant within twenty eight days of written demand, two-thirds of the whole proper and reasonable costs and expenses incurred by the Tenant in the performance of its obligations contained in this Lease in connection with the repair, maintenance, renewal, decoration and compliance with any notice or order, and any other such relevant costs and expenses of or in relation to the Frontage, (but removing any liability of the Landlord for same when directly caused by any act or omission of the Tenant or those for whom the Tenant is responsible) subject to the following conditions:-

7.4.1 such costs to be properly vouched; in the event that any such costs are deemed to be material that is to say, in excess of 25 per centum of passing rent, then the Landlord shall pay to the Tenant in advance of the carrying out such works such sum as the Tenant, acting reasonably, deems to be the Landlord's relevant proportion of the anticipated expenditure in carrying out such material works, such sum to be paid within the said twenty eight day period and such sum to be held on deposit and in trust for the Landlord pending receipt by the Tenant of the invoices in connection with such work, the Tenant being entitled to uplift same for the sole purpose of simultaneously paying such invoices, evidence of which shall be provided to the Landlord declaring that any credit due to the Landlord shall be paid within seven days to the Landlord and any further sum due to the Tenant shall be paid within seven days of the date of written demand by the Tenant; and

7.4.2 in the event the Landlord fails to pay any such sum within the timescales provided as aforesaid, then the Landlord shall pay interest at the Prescribed Rate until such time as such sum is paid in full.

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8 Irritancy

If the rent herein stipulated or any part thereof shall not be paid within fourteen days of the date on which the same shall have become due whether the same shall have been lawfully demanded or not or if there shall be any other breach, non-observance or non-performance by the Tenant of any of its obligations under this Lease or if the Tenant being a company goes into liquidation (other than a voluntary liquidation of a solvent company for the purposes of reconstruction or amalgamation undertaken with the prior written consent of the Landlord) or shall have a receiver or manager or any statutory administrator appointed thereto or in the case of the Tenant not being an incorporated company if the Tenant shall become bankrupt or notour bankrupt or apparently insolvent or execute a trust deed or enter into any composition or arrangement with creditors then and in any such case the Tenant shall at the sole option of the Landlord forfeit all right and title under this Lease and if such option of forfeiture be exercised the Lease hereby granted shall become ipso facto null and void and the Premises with all additions thereto shall thereupon revert to the Landlord who shall be entitled to enter upon possession thereof uplift rents eject tenants and occupiers and thereafter use possess and enjoy the same free of all claims by the Tenant as if this lease had never been granted but without prejudice to the Landlord's right of action in respect of any antecedent breach of the Tenant's obligations hereunder which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the Bar provided that

- 8.1 In the case of a breach non-observance or non-performance by the Tenant which is capable of being remedied the Landlord shall not exercise such option of forfeiture unless and until it shall first have given written notice to the Tenant and requiring the same to be remedied and intimating an intention to exercise the option of forfeiture in the event that the said breach non-observance or non-performance is not remedied within such period as may be stated in the notice being such reasonable period of time as the Landlord shall determine which in the case of non-payment of rent however shall be a period of fourteen days only and the Tenant shall have failed to remedy the same within such period
- 8.2 If after any irritancy has been incurred the Landlord shall undertake any work in terms of this Lease or grant any indulgence or period of grace to the Tenant the doing of such work or granting of such indulgence or period of grace shall not prejudice the right of the Landlord to continue to hold this Lease as irritated
- 8.3 No demand for or acceptance of rent by the Landlord or its agents with knowledge of a breach of any of the obligations on the part of the Tenant contained in this Lease shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach and the Tenant and any person taking any interest under or through the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Landlord or its agents as a defence in any action for irritancy or otherwise
- 8.4 In the case of the Tenant going into liquidation or suffering a receiver or administrator or an administrative receiver (as the case may be) (any such person being hereinafter referred to as "the insolvency practitioner") the Landlord shall allow the insolvency practitioner a period of 6 months in which to dispose of the Tenant's interest in the Lease, and shall only be entitled to terminate the Lease if the insolvency practitioner shall have failed to dispose of the Tenant's interest at the

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end of the said period; provided always that the Insolvency practitioner shall personally accept himself in self proving writing and implement full responsibility for payment of the rents (whether due in respect of a period occurring before or after the date of appointment of the insolvency practitioner) and for the performance of all other obligations of the Tenant under this Lease from the date of his appointment to the date of disposal or termination of this lease, including settlement of any arrears of rents and the performance of any outstanding obligations which may subsist on the date of his appointment; and it is hereby declared that the Landlord shall deal with any request for consent to assign this Lease made by the insolvency practitioner in the same manner as if the request had been made by the Tenant

9 Notices

Any notice request, demand, consent or approval under this Lease shall not be deemed to have been given unless given in writing and shall be deemed to be sufficiently served at the expiry of forty eight hours after posting if sent by first class recorded delivery post. Any notice to the Tenant being an incorporated body shall be sent to its Registered Office and if a person to his last known address in Great Britain or Northern Ireland or to the Premises and in any other case to the Tenant at the Premises. Any notice to the Landlord if an incorporated body shall be sent to its Registered Office and if a person sent to him at his last known address in Great Britain or Northern Ireland. The Landlord may require at its sole option that any notices requiring to be served upon it shall also be served upon its Agent and such service shall be effected upon such Agent in the manner aforesaid. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenant or the Landlord or the Landlord's Agent as the case may be in accordance with this Clause and posted to the place to which it was so addressed and to produce the Recorded Delivery Receipt. Provided that for so long as the Tenant is Ladbrokes Betting & Gaming Limited (or a related company of Ladbrokes Betting & Gaming Limited) then the Landlord shall use reasonable endeavours to have any notices also be served on the Regional Property Manager, Ladbrokes Betting & Gaming Limited, 28 La Porte Precinct, Grangemouth, FK3 8BG, or such other address as the Tenant intimates to the Landlord from time to time, but not so as to invalidate the primary notice if such additional notice is not so served.

10 Expenses

The whole proper legal and other expenses and outlays of any application to the Landlord for consent or approval in terms of this Lease or in consequence thereof whether successful or otherwise and any Surveyors fees properly and reasonably incurred thereby shall be borne by the Tenant (except as provided for to the contrary in Condition 10 of Part 4 of the Schedule)

11 Arbitration

In the event of any dispute or disagreement arising between the Landlord and the Tenant as to the rights of the parties hereto or as to the interpretation of these presents or as to any other matter connected with this Lease or any agreement or addendum supplemental hereto such dispute or disagreement shall except as otherwise expressly provided herein be referred to the decision of an Arbitrator to be appointed by the Sheriff Principal of Dundee Central & Fife and the decision or decisions of such Arbitrator shall be binding on both parties in all respects including any award as to expenses

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12 Registration

The parties hereto consent to registration hereof and of any agreement or memorandum or addendum hereto and of any decree arbitral for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the nine preceding pages, together with the Schedule and Plans Number One and Two annexed hereto are subscribed for and on behalf of the said Ladbrokes 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 Campbell

G. Campbell

D. M. Bowen

Chris Evans

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THIS IS THE SCHEDULE REFERRED TO
IN THE FOREGOING LEASE BY
MALCOLM CAMPBELL LIMITED
to
LADBROKES BETTING & GAMING LIMITED

PART 1 - THE PREMISES

ALL and WHOLE those subjects registered in the Land Register under Title Number ANG30572 but always excepting therefrom the Upper Front Offices and the Yard; together also with the following rights:-

- 1 A right to connect into and use all services currently or any time in the future serving the Premises, whether exclusively or in common with other tenants or occupiers in the building of which the Premises form part;
 - 2 All rights of light, air, support, protection and shelter and all other servitudes, wayleaves and rights now or hereafter belonging to the Premises
 - 3 The right to fix in or upon any part of the Premises (subject to obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed but which may be granted subject to conditions), UHF television aerials and satellite dishes and transmission and receiving apparatus, or any other appropriate equipment for receiving or transmission purposes, together with the right subject as aforesaid to affix to the Premises all necessary ladders, crawlboards or other accesses thereto and cabling and fixings for the purpose of installation, repair and maintenance thereof, the Tenant making good all damage caused thereby; and always subject to obtaining all necessary third party, and statutory consents thereto;
 - 4 The right to fix in or upon any part of the Premises (subject to obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed but which may be granted subject to conditions), air conditioning and ventilation plant with all ancillary apparatus and equipment for such plant including all cables and services required for the same and all associated ducting thereto and therefrom together with the right to affix to the Premises all necessary ladders, crawlboards or other accesses thereto and cabling and fixings for the purpose of installation, repair and maintenance thereof, the Tenant making good all damage caused thereby, and always subject to obtaining all necessary third party, and statutory consents thereto.
 - 5 The right to park two motor cars within the rear of the Yard, to the rear of the Premises, with rights of access and egress thereto and therefrom over and across the Yard for that purpose.
 - 6 The right to exit the Premises over and across the Yard in the event of emergency (including, but not limited to fire escape), and for occasional drill.
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PART 2 - RESERVATIONS

There is reserved always to the Landlord

- 1 Full right and liberty at any time to build upon any adjoining land owned by it and to pull down alter build rebuild or otherwise deal with any buildings or space now or at any time hereafter standing upon said adjoining land and to make or permit to be made any excavations on any such land and to undermine underpin or shore up the Premises or any part thereof in accordance with sound civil engineering principles and methods with the right to enter into and upon the Premises upon at least fourteen days prior notice being given for the purposes of repairing and maintaining pulling down altering building rebuilding or otherwise dealing with any such land or buildings or erections or for such excavation undermining underpinning or shoring up or such other purposes as aforesaid subject however to the Landlord making good any damage that may be caused to the Premises or any buildings now or hereafter standing thereon and to the Tenant's fittings therein by reason of or resulting from any such pulling down alteration building rebuilding excavation undermining underpinning or shoring up and the Landlord only taking such access if the works cannot reasonably be carried on from outwith the Premises
- 2 Full right and liberty to carry out all if any works which may be required by any public local or other competent authority or which are required by any local acts or bye-laws or any Act or Acts of Parliament already or hereafter to be passed and where the responsibility for such works is not imposed upon the Tenant by such authority and the Tenant has failed to carry out such works with right to the Landlord to recover from the tenant the full proper cost of complying with the directions of the said authority
- 3 The right to connect into, and the free and uninterrupted passage of gas electricity telephone telecommunication and data, water and soil drainage air smoke expelled or impelled air and other services from the other buildings and lands adjoining or near to the Premises or to and from the Upper Front Offices; through the Conduits which now or may hereafter be in through or under the Premises; together with at all times the right to enter the Premises for the purposes of repair of and maintenance to the Upper Front Offices, or the alteration of same, or for any other reason relating to the Upper Front Offices or the service media serving same; including the Conduits.
- 4 The right of light, air, support, protection and shelter from the Premises, for the benefit of the Upper Front Offices and the Yard.
- 5 Declaring however that the Landlord shall not be entitled to exercise or fully exercise any of the foregoing reservations, (except in emergency), to the extent that any and/or all of them would result in:-
 - 5.1 the Tenant's use and enjoyment of the Premises being materially adversely affected; and/or
 - 5.2 the visibility or accessibility of the Premises to the general public being materially restricted or materially adversely affected; the foregoing shall not prevent the necessary erection of scaffolding, provided that the terms of condition 6 below are met.

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And provided further that in exercising the foregoing rights and reservations, the Landlord shall:-

- 1 provide the Tenant with at least forty eight hours prior written notice (except in the case of emergency, when no notice shall be required);
- 2 ensure that the visibility or accessibility of the Premises to the general public is not materially restricted or materially adversely affected; the foregoing shall not prevent the necessary erection of scaffolding, provided that the terms of condition 6 below are met.
- 3 ensure that there is at all times sufficient and adequate means of public access to and serving for the Premises;
- 4 exercise them at all times in accordance with the principles of good and economic estate management;
- 5 use all reasonable endeavours to minimise the disruption to the Tenant and to their business carried on from the Premises; and
- 6 make good any damage to the Premises caused thereby

In the event that the Landlord requires to erect any scaffolding, then the Landlord will not maintain any such scaffolding so erected in place for any longer than this properly required to enable the purpose for which it is erected to be properly served and without prejudice to that generality, will not erect scaffolding for the sole purpose of the suspension therefrom of advertising

PART 3 - RENT

The rent payable in terms of this Lease shall be as follows:-

Years 1 and 2 - fifty thousand pounds per annum (£50,000)

Years 3 and 4 - sixty thousand pounds per annum (£60,000)

Year 5 - seventy thousand pounds per annum (£70,000)

Years 6 to 10 - eighty five thousand pounds per annum (£85,000) and

Years 11 to 15 - one hundred thousand pounds per annum (£100,000)

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PART 4 - TENANT'S OBLIGATIONS

1 Interest

Where any sum in respect of rent or otherwise is expressed to be payable by the Tenant to the Landlord then without prejudice and in addition to the provisions of this Lease such sum shall bear interest at the Prescribed Rate from the due date until the date for payment of the same and the Tenant shall forthwith make payment of such interest to the Landlord.

2 Outgoings

To bear pay and discharge all rates taxes duties levies charges assessments impositions and outgoings whatsoever whether or not of a capital or non-recurring nature whether parliamentary local authority parochial or of any other description now or hereafter taxed assessed charged or imposed or payable in respect of the Premises or any part thereof excepting always therefrom income or corporation tax on the rent payable under this Lease or taxes arising on the disposal or deemed disposal by the Landlord of or any other dealing of the Landlord with its interest in the Premises

3 Value Added Tax

Where by virtue of any provision of this Lease the Tenant in so far as the Landlord is unable to recover or offset the same in their accounting with HM Revenue and Customs is required to pay re-pay or re-imburse to the Landlord or any other person or persons any rents, insurance premium, service charge, premium, cost, fee, charge, expense or other sum or amount whatsoever in respect of the supply of any goods and/or services by the Landlord or any other person or persons the Tenant shall also be required in addition to pay or (as the case may be) keep the Landlord indemnified against:

3.1 The amount of any Value Added Tax which may be chargeable in respect of such supply; and

3.2 A sum or sums equal to the amount of Value Added Tax charged (for whatever reason and whether directly or indirectly) to the Landlord or such other person or persons in connection with such supply less such proportion (if any) of that Value Added Tax as the Landlord is able to recover from H.M. Customs & Excise (so that the decision as to what proportion, if any, of the Landlord's overall Value Added Tax recovered shall be so allowed shall, if the Landlord considers appropriate, take into account the Value Added Tax nature of the supplies made by the Landlord to the Tenant and the Landlord's decision as to what proportion shall be so allowed shall be final)

References in this Lease to Value Added Tax shall include any other tax replacing amending or supplementing the same.

4 To execute works required by Statute

To comply with all obligations imposed by any Act of Parliament statutory instrument or the rules by-laws regulations and notices of any local or other authority for the time being in force served on the Tenant either directly from such local or other authority or from the Landlord or any other party and to do and execute or cause to be done and executed all such

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works acts deeds matters and things as are or shall be properly directed by such Act statutory instruments or others or necessary to be done executed upon or in respect of the Premises or any part thereof whether by the Landlord Tenant or occupier and not to do or permit to be done on the Premises anything whereby the Landlord may become liable to pay any penalty imposed by or to bear the whole or any part of the expenses incurred under any such Act statutory instrument or other Act as aforesaid and at all times to keep the Landlord indemnified against all claims demands and liability in respect thereof

5 To repair maintain and renew

At all times throughout the period of this Lease at the Tenant's expense well and substantially to repair maintain renew and rebuild to the satisfaction of the Landlord the Premises and the whole parts thereof both external and internal, (including the Landlord's fittings and fixtures therein and thereon) and all additions or improvements thereto so as at all times during the period of this Lease to put and keep the Premises and at the expiry or sooner determination of this Lease to leave the same in good substantial and tenantable repair and condition which obligation shall subsist irrespective of the cause of the destruction damage deterioration or condition necessitating such repair maintenance or renewal and whether or not the need for the same shall arise as a result of any latent or inherent defect in the buildings erected upon and forming the Premises. Provided always that the Tenant shall have no liability for any repair maintenance or renewal the need for which has arisen or may arise in consequence of the occurrence of any of the Insured Risks save to the extent that the Landlord's policy of insurance shall have become vitiated or payment of the policy monies have been refused in whole or in part in consequence of some act, omission or default of the Tenant or any of those for whom it is responsible. Declaring that the obligation upon the Tenant to repair maintain renew and rebuild the Premises shall without prejudice to the foregoing generality include

- 5.1 the maintenance and when necessary for the foregoing purpose, repair or renewal of the whole electrical water and drainage systems serving and within the Premises including all wires pipes and other electrical water or drainage apparatus and
- 5.2 the maintenance of the whole fabric of the Premises including without prejudice to the foregoing generality the maintenance of the Premises in wind and watertight condition and in sound structural repair and
- 5.3 the maintenance and when necessary repair or renewal of any parts common to the Premises and any adjoining subjects and all gutters downpipes and railings

Provided that the materials to be used in such maintenance repair or renewal and in rebuilding or restoring of the Premises (if necessary) and the workmanship to be employed shall at all times be no less than the quality or standard employed during the Initial Fitting Out Works.

6 Installations

To keep all lighting heating ventilating and drainage systems and all water supply gas and other installations all fire fighting equipment and all other machinery including electric wiring gas oil and other necessary pipes in good working order repair and condition to the reasonable satisfaction of the Landlord from time to time and on each occasion when so

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required by the fire authority or any other statutory authority or to comply with any statutory requirement or regulation to replace the same or any of them with suitable articles of equipment of similar or more modern kind to the reasonable satisfaction of the Landlord and within the time specified by the Landlord if and whenever during the period of this lease the Landlord shall serve a notice upon the Tenant requiring it to make such replacement

7. Access by Landlord

To permit the Landlord or its surveyor or agents or such workmen as may be authorised by them respectively with all necessary appliances to enter upon the Premises at all times on not less than forty eight hours notice (but in an emergency at any time without notice) for the purpose of

- 7.1 carrying out any of the Landlord's obligations under this Lease subject only to making good all damage to the Premises thereby occasioned and
- 7.2 viewing the condition or user of the Premises or inspecting any works in progress and taking a plan and schedule of and examining the state of repair and condition of the same and any costs or expenses reasonably incurred by the Landlord in the preparation of such plans and schedules shall be paid by the Tenant to the Landlord. The Tenant shall execute any repairs or works within such period as shall in the circumstances be reasonably specified by the Landlord after a notice given by the Landlord to the Tenant of all defects and wants of repair found on such examination and if the Tenant shall not execute such repairs and works within such period as shall in the circumstances be reasonably specified by the Landlord or if in the reasonable opinion of the Landlord there is any emergency then the Landlord may itself execute such repairs and works and the costs incurred by it in so doing including any architects' surveyors' and solicitors' fees shall within 14 days of demand be paid by the Tenant to the Landlord

but provided that for so long as Ladbrokes Betting & Gaming Limited or any related company of Ladbrokes Betting & Gaming Limited are the Tenant under this Lease,

the Landlord:-

Will not serve a general schedule of dilapidations in the first five years of the period of this Lease in relation to that part of the Premises not comprising the Frontage; but this will not preclude the service of a specific Schedule of Dilapidations dealing with items material to the structure, fabric or value of the Premises that if not dealt with would result in material prejudice to the Landlord's interest in the Premises

8 Internal decoration

- 8.1 At least once in every fifth year of this Lease and also in the last twelve months thereof however determined to paint in a proper and workmanlike manner all to the reasonable satisfaction of the Landlord with two coats at least of good quality paint all the inside wood metal and other works stucco and cement parts of the Premises as are usually painted and all additions thereto and also with each such internal painting to grain paper with paper of suitable quality varnish whitewash colour and otherwise

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decorate in a proper and workmanlike manner with suitable quality materials to the reasonable satisfaction of the Landlord all such parts of the interior of the Premises as ought properly to be so dealt with and so that the tints colours and patterns of all such works of internal painting decoration and treatment shall be such as shall be previously approved by the Landlord in writing

External decoration

8.2 At least once in every fifth year of this Lease and also in the last twelve months thereof however determined to paint in a proper and workmanlike manner all to the reasonable satisfaction of the Landlord with two coats at least of good quality paint all the outside wood metal and other works stucco and cement parts of the Premises as are usually painted and all additions thereto and all such parts as ought properly so to be treated and so that throughout the period of this Lease the tints colours and patterns of all such works of external painting and treatment shall be such as shall be previously approved by the Landlord in writing, but acting reasonably at all times

9 Initial Fitting Out Works

The Tenant shall except in so far as already done within a period of three months following the date of entry complete the Initial Fitting Out Works in accordance with the said Fitting Out Licence between the Landlord and the Tenant

10 Alterations

Except in accordance with paragraph 9 and as provided for below and following completion of the Initial Fitting Out Works not to carry out nor cause permit or suffer to be carried out to the Premises or to any part thereof any development whether in terms of the Planning Acts or otherwise nor without the consent in writing of the Landlord being first obtained nor except in accordance with plans and specifications previously submitted in duplicate and approved by the Landlord make any alteration or addition or erection whatsoever whether structural or otherwise including without prejudice to the foregoing generality any alteration renewal of or addition to the electrical installation or sprinkler and fire alarm systems and apparatus for heating cooling extracting or exchanging air and then only in a manner previously approved by the Landlord (whose approval shall not be unreasonably withheld or a decision with regard thereto unreasonably delayed) and in accordance with all relevant terms conditions and regulations of the Institute of Electrical Engineers and the electricity and water supply authorities. Declaring that such approval shall not be required for:-

10.1 Internal non structural alterations or improvements although details of such shall be made available to the Landlord prior to commencement, and the Landlord shall be entitled to call for removal of same at termination;

Declaring that such approval shall not be unreasonably withheld or delayed by the Landlords (nor will the Landlords seek to recover their costs incurred in connection with their consideration and approval of same) in connection with the installation of any satellite dishes or other transmission and receiving apparatus or air conditioning and ventilation plant; any alterations required to comply with the Betting, Gaming and Lotteries Act 1963 or any re-enactment thereof; or the Tenant's standard shop front, fascia and signage.

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11 To comply with notices to repair

In relation to any breach of the obligations on the part of the Tenant contained in the two immediately preceding paragraphs immediately upon notice in writing by the Landlord requiring it to do so to remove all additional buildings erections works alterations installations or additions whatsoever and to make good and restore the Premises to the state and condition thereof before the breach by the Tenant to the reasonable satisfaction of the Landlord and to make good and correct all changes to the design layout external appearance or external decorative scheme of the Premises as directed by the Landlord and if the Tenant shall neglect to do so for 14 days after such notice then the Landlord shall be entitled with its servants contractors agents or workmen to enter upon the Premises and to remove such additional buildings erections works alterations installations or additions or changes and to make good and restore the Premises to the state and condition existing before the breach by the Tenant and the proper costs incurred by it in so doing including architects' surveyors' and solicitors' fees shall be payable by the Tenant to the Landlord within fourteen days of demand

12 To remove

At the expiry or sooner determination of this Lease to surrender and yield possession to the Landlord of the Premises leaving the same void and redd and at the sole discretion of the Landlord either with or without all additions and improvements made thereto and all fixtures other than trade or tenants fixtures affixed by the Tenant in over or upon the Premises or which during the Lease may have been affixed or fastened to or upon the same and that in such state and condition as shall in all respects be consistent with full and due performance by the Tenant of the obligations herein contained

13 Vitiating or endangering Insurance

Not to bring or permit to be brought into the Premises any article or thing which is or may become dangerous offensive radioactive or explosive not to carry on or do or permit or suffer to be carried on or done therein any hazardous trade or act in consequence of which the Landlord would be prevented from insuring the Premises or any other adjoining property for the time being owned by the Landlord or in which the Landlord has an insurable interest at the ordinary rate of premium or whereby any insurance effected in respect of the Premises or such other property would be vitiated made void or voidable or prejudiced nor without the consent of the Landlord not to be unreasonably withheld or delayed, to do or allow or suffer to be done anything whereby any additional premium may become payable for the insurance of the Premises or such other property and if the Premises or such other property or any part thereof are destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against the same is wholly or partly irrecoverable by reason solely or in part of any act omission or default of the Tenant or the Tenant's servants or agents or others for whom it is responsible forthwith to pay to the Landlord the whole or as the case may be the portion irrecoverable as a result of such act omission or default of the cost including professional and other fees and Value Added Tax of completely rebuilding and reinstating the same

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14 Not to harm drains

Not to allow or suffer to pass into the sewers drains or water courses serving the Premises any effluent or other substance which might cause any obstruction in or damage to the said sewers drains or water courses and in the event of any such obstruction or damage forthwith to make good the same to the satisfaction of the Landlord

15 Not to accumulate rubbish

Not to form permit or suffer to be formed any dump or rubbish or scrap heap on the Premises or on the road and footpath ex adverso the Premises but to place or cause to be placed any rubbish or scrap in the containers as directed by the Landlord for the purpose and generally to keep or cause to be kept the Premises clean and tidy and free from weeds deposit of materials or refuse and not to bring or keep or suffer to be brought or kept upon the Premises anything which in the reasonable opinion of the Landlord is or may become unclean unsightly or detrimental to the Premises or the Property.

16 Not to prejudice servitudes

16.1 Not by building or otherwise to interrupt or obstruct any right of the nature of a servitude wayleave privilege or encroachment enjoyed by any subjects not to permit or suffer to be obstructed any windows lights or ventilators or others belonging to the Premises or to permit or suffer to be made any new window light ventilator passage drainage or other encroachment or servitude to be made into or acquired against or over the Premises or any part thereof and if any such encroachment or servitude whatsoever be made or acquired or threatened to be made or acquired forthwith to give notice to the Landlord and at the cost of the Tenant to do all such things as may be proper for the purpose of preventing any new encroachment or servitude being made or acquired

Not to acknowledge servitudes

16.2 Not to give to any third party any acknowledgement that the Tenant enjoys any such right over under or into the Premises by the consent of such third party nor to pay any such third party any sum of money or to enter into any agreement with such third party for the purpose of inducing or obliging such third party to abstain from interrupting or obstructing such right and if any of the owners or occupiers of adjacent land or buildings does or threaten to do anything which interrupts or obstructs such right forthwith to give notice thereof to the Landlord

17 Alienation

17.1 not to assign, charge, sub-let or in any way for any purpose deal with this Lease in whole or in part or share or part with possession of the Premises in whole or in part except as herein permitted

17.2 not to assign this Lease without the prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed in the case of an assignation of the whole to a party of sound financial standing demonstrably capable of implementing the obligations hereunder of the Tenant

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- 17.3 not to sub-let the whole of the Premises without the prior written consent of the Landlord whose consent shall not be unreasonably withheld
- 17.4 Any sub-lease permitted hereunder shall be granted without the taking of any premium and subject to the whole conditions of this Lease save for duration and rent the rent to be payable under such sub-lease to be not less than the then full-market rental value per square foot for the Premises and the rent reviews to be made thereunder shall coincide in date with the review dates hereunder
- 17.5 On the grant of any sub-lease the Tenant shall obtain an unqualified undertaking on the part of the sub-tenant which shall be enforceable by the Landlord directly against the sub-tenant that the sub-tenant will not assign part only of its interest in or sub-underlet or change the whole or any part of the Premises and will not without the previous consent in writing of the Landlord wholly assign such sub-lease which consent shall not be unreasonably withheld in the case of a respectable and responsible assignee of adequate covenant demonstrably capable of fulfilling the obligations incumbent upon the Tenant
- 17.6 Notwithstanding the foregoing provisions, for so long as Ladbrokes Betting & Gaming Limited or a related company are the Tenant under this Lease, the Tenant shall be entitled (without consent) to permit any related company to occupy the premises or any part thereof from time to time during the period of this Lease; provided that (1) the provisions of this clause shall subsist only for so long as Ladbrokes Betting & Gaming Limited or a related company shall have right to the interest of the Tenant under this Lease, (2) the rights of occupancy of a related company shall be informal and no tenancy shall thereby be created and (3) the Tenant shall forthwith notify the Landlord of the identity of any related company in occupation of the Premises from time to time. Further the Tenant shall also be permitted to part with or share the possession of the Premises in the case of concessionaires or franchisees provided that no tenancy rights or security of tenure are thereby created, and provided that there be no more than two such parties at any time within the Premises, and provided that they do not occupy more than 20% of net useable retail floor space.
- 17.7 Notwithstanding the foregoing provisions, the Tenant shall be entitled to grant a sub-lease, licence or other right of occupancy ("the ATM Agreement") to a third party for use of one ATM on the Premises, the terms of the ATM Agreement to be approved by the Landlord, such approval not to be unreasonably withheld or delayed. The rental, premium or income received by the Tenant from the operator of the ATM shall be split equally between the Landlord and the Tenant and shall be paid to the Landlord by the Tenant within five working days of receipt of each payment of such sum under the ATM Agreement by the Tenant, together with such vouchers and evidence as the Landlord may request, acting reasonably, to support the amount of such payments. The Landlord shall be entitled acting reasonably to have sight of all records pertaining to ATM use/ATM income that the Tenant may hold from time to time and shall have the right to obtain from the Tenant a mandate, if requested, allowing the Landlord to request such information direct from the ATM operator; the location of the ATM and the proposed installation works shall require the prior written approval of the Landlords (not to be unreasonably withheld or delayed).

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18 To intimate devolutions

Subject to the immediately preceding paragraph within forty two days of granting any assignation of this Lease or of entering or completing any agreement or deed in any way dealing with the Tenant's interest in the Premises to deliver at the Tenant's expense two extracts of the same to the Landlord for its retention

19 Planning

In relation to the Planning Acts

19.1 Not to do or omit or suffer to be done or omitted anything on or in connection with the Premises the doing or omission of which would be a contravention of the Planning Acts or the Planning Permission currently in force in respect of the Premises and to indemnify always the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts or omissions or any of them and against the costs of any application for planning permission and the works and things done in pursuance thereof

19.2 In the event of the Landlord giving written consents to any of the matters in respect of which the Landlord's consent is required under the provisions of this Lease or otherwise and in the event of permission from any planning authority under the Planning Acts being necessary for any erection addition alteration or change in or to or change of use of the Premises to apply at the cost of the Tenant to the planning authorities and such authorities or bodies as may be requisite for all licences consents and permissions which may be required in connection therewith and to give notice to the Landlord of the grant or refusal of all such licences consents and permissions forthwith on the receipt thereof

19.3 In the event of the said planning authority agreeing to grant planning permission with modifications or subject to conditions not to accept such modifications or conditions without the consent in writing of the Landlord, not to be unreasonably withheld or delayed and to give the Landlord forthwith full particulars of such modifications or conditions and if such modifications and conditions shall in the opinion of the Landlord be undesirable then the Tenant shall at the request of the Landlord withdraw its application

19.4 To carry out before the expiry of this Lease howsoever determined any works stipulated to be carried out to the Premises by a date subsequent to such expiry date as a condition of any planning permission which may have been granted to the Tenant

19.5 If the Tenant shall receive or shall have been entitled to receive any compensation in relation to its interest in the Premises from any restriction imposed upon the use of the Premises under or by virtue of any of the Planning Acts then on the determination of its interest however that event may occur forthwith to make such provision as is just and equitable for the Landlord to receive its due benefit (if any) from such compensation

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19.6 If and when called upon to do so to provide to the Landlord all such plans documents and other evidence as the Landlord may require in order to satisfy itself that the provisions of this paragraph have been complied with in all respects

20. Notices and defects

To give notice forthwith to the Landlord of all

20.1 Notices permissions orders or proposals for a notice or order made given or issued to the Tenant by any government department or local or public authority under or by virtue of any powers and forthwith to give to the Landlord a certified copy of each such notice permission order or proposal and to comply in all respects at the Tenant's sole cost with the provisions thereof but if so required by the Landlord and at joint cost to make or join in making such objection or representations in respect of any such notice order or proposal as the Landlord may require

20.2 Damage to or destruction of the Premises or any part thereof whether the same shall have been caused by the occurrence of any of the Insured Risks or otherwise

21. Advertisements

Not to affix or exhibit or suffer to be affixed or exhibited on any of the windows or any exterior part of the Premises any placard poster signboard or other advertisement except such as shall have been previously approved in writing by the Landlord; provided that notwithstanding the foregoing, the Tenant shall be entitled to have a traditional betting shop window display and the consent of the Landlord shall not be required for the Tenant's customary trade advertisements and posters, of any notices or advertisements required by law

22. Re-letting Notices

To permit the Landlord its surveyors or agents having authority from it during the last six months of this Lease however determined to affix and retain without interference upon any part of the Premises a notice for the letting of the same such boards to be erected so as not to obscure the windows doors or approved signs of the Premises and to permit the Landlord its surveyors agents and prospective tenants to view the Premises at reasonable times in the day upon prior notice being given; provided that the Landlord shall be solely responsible for the costs of erecting and removing such board and for making good to the Tenant's reasonable satisfaction all damage caused to the Premises arising therefrom

23. Sale of Landlord's Interest

To afford the Landlord at any time during the period of this Lease facilities for the purpose of selling the Premises including access to the Premises by the Landlord or its surveyors or agents or prospective purchasers or others having written authority from the Landlord such access to be obtained during the daytime upon reasonable prior written notice being given

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24 Floor Loading

Not to instal or suffer to be installed any machinery on the Premises which shall be noisy or cause dangerous vibration or shall be a nuisance to the Landlord or the owners or lessees or occupiers of adjoining premises nor permit to be in the Premises anything which may put thereon or any part thereof any weight or imposed strain in excess of that which the Premises are calculated to bear with a due margin for safety

25 Windows

To clean both sides of the windows of the Premises at least once in every week

26 Air pollution

In order to prevent pollution of the atmosphere the Tenant shall not permit or suffer any smoke effluvia vapour or grit to be emitted from the Premises and any fuel burning or other smoke emitting apparatus or appliance to be installed within the Premises shall be first approved in writing by the Landlord and shall thereafter be maintained to the satisfaction of the Landlord

27 Temperature

To keep the temperature in the Premises at a level sufficient to prevent the freezing of water pipes and Conduits

28 Public liability Indemnity

Except for the extent that the Landlord is otherwise insured or indemnified against same, to indemnify and keep indemnified the Landlord from liability in respect of any injury to or death of any person damage to any property heritable or moveable and interdict or court action the infringement disturbance or destruction of any rights servitudes or other privileges or otherwise by reason of or arising directly or indirectly out of the state of repair existence or condition of the Premises or any alteration thereto or the use hereinbefore permitted of the Premises or any failure or omission by the Tenant in the implementation and observance of the obligations on its part contained in this Lease and from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

29 Abating Nuisance

If any legal nuisance shall arise upon or affecting the Premises forthwith at the expense of the Tenant to cause the nuisance to be ceased and if such nuisance shall affect the Premises or any neighbouring property to indemnify the Landlord against any liability arising therefrom

30 Plate Glass Insurance

To insure and keep insured in the name of the Tenant with the interest of the Landlord endorsed thereon the plate glass windows of the Premises against all usual risks in the full replacement value thereof in such insurance office as the Landlord shall from time to time nominate and to pay all premiums necessary for the above purpose within seven days after the same shall have become due and payable and to produce to the Landlord or its agents on

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demand a policy or policies of such insurance and a receipt for each such payment and to cause all monies received by virtue of such insurance to be forthwith laid out in reinstating the said windows and to make up any deficiency at their own expense provided always that if the Tenant shall at any time fail to keep such insurance in force the Landlord may do all things necessary to effect and maintain such insurance and all monies expended by the Landlord for that purpose shall be a debt recoverable by the Landlord from the Tenant on demand

31 CDM Regulations

Without prejudice to the provisions of Paragraph 10 of this part of the Schedule above:-

- 31.1 The Tenant shall be obliged to give immediate notice to the Landlord of the commencement on the Premises 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 of the same and any Codes of Practice or any other guidance issued by any competent authority are hereinafter called the "Regulations").
- 31.2 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.
- 31.3 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.
- 31.4 The Tenant shall on receipt of a written request from the Landlord make available throughout the period of this 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 this Lease for any reason, the Tenant shall deliver the Health and Safety File maintained as aforesaid to the Landlord.
- 31.5 The Tenant shall grant as beneficial owner (or procure that the beneficial owner shall grant) to the Landlord in so far 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 Premises and that within ten working days of written demand by the Landlord.
- 31.6 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 31 or such works.

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- 31.7 The Tenant's Indemnity obligations in terms of Paragraph 4 of this part of the Schedule shall apply in respect of any breach by the Tenant of its obligations under the Regulations.

32 Landlord's Costs

To pay to the Landlord all costs charges and expenses (including but without prejudice to the generality of the foregoing solicitors' costs counsels' architects' and surveyors' and other professional fees and commission payable to messengers at arms or sheriff officers) properly and reasonably incurred by the Landlord

- 32.1 Incidental to the preparation and service of all notices and schedules relating to wants of repair or requiring the Tenant to remedy any breach of any of the obligations herein contained whether the same be served during or within six months after the expiry of the period of this Lease
- 32.2 In the preparation and services of a schedule of dilapidations at any time during or within six months after the expiry of the period of this Lease howsoever determined (but relating in all cases only to dilapidations which occur prior to the expiry or sooner termination of the period of this Lease however the same may be determined) and
- 32.3 In connection with or procuring the remedy of any breach of obligation or payment of sums overdue on the part of the Tenant provided for by this Lease notwithstanding that any steps taken hereunder be rendered unnecessary by the Tenant's subsequent compliance with the provisions of this Lease

33 Title Deeds

To comply with the whole provisions specified or referred to in the title deeds of the Premises

David Campbell
G. Can

David
Campbell

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