

08/6597

**Books of Council and Session**

**Extract Registered 15 Feb 2008**

MINUTE OF ALTERATION

MALCOLM CAMPBELL LIMITED  
LADBROKES BETTING AND GAMING  
LIMITED

MCCLURE NAISMITH  
DX GW64 GLASGOW

# Registers of Scotland

08/6597

AT EDINBURGH the Fifteenth day of February Two thousand and eight 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 ALTERATION AND PARTIAL RENUNCIATION OF 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 (hereinafter called "the Landlord")

and

LADBROKES BETTING & GAMING LIMITED, incorporated under the Companies Acts (Registered Number 775667) and having their Registered Office at Imperial House, Imperial Drive, Rayners Lane, Harrow, Middlesex (hereinafter called "the Tenant")

### WHEREAS

- (A) In this Deed the expression "the Lease" means the Lease between the Landlord and the Tenant dated 12 and 22 February and registered in the Books of Council and Session on 8 March 2007.
- (B) The Landlord and the Tenant have agreed that the Lease should be amended so as to reflect the terms of a Deed of Conditions (as hereinafter defined) the terms of which have been agreed between the Landlord and the Tenant and which Deed of Conditions is registered or about to be registered in the Land Register of Scotland.

NOW THEREFORE the parties have agreed and do hereby agree as follows:

- 1 The following expressions shall have the meanings now ascribed to them namely:
  - 1.1 "Common Parts" shall bear the meaning ascribed by Conditions 2.5 of the Deed of Conditions;
  - 1.2 "the Deed of Conditions" means a Deed of Conditions by the Landlord with the consent of inter alia the Tenant in terms of the draft Deed of Conditions annexed and executed as relative hereto;
  - 1.3 "this Deed" means this Minute of Alteration and Partial Renunciation of Lease;
  - 1.4 "the Plan" means the Plan annexed and executed as relative hereto;
  - 1.5 "Premises" shall bear the meaning ascribed by Condition 1.2.14 of the Lease;
  - 1.6 "Shop" shall bear the meaning ascribed by Condition 2.10 of the Deed of Conditions.

3/

# Registers of Scotland

- 1.7 "Yard" shall bear the meaning ascribed to it by Condition 1.21 of the Lease.
- 2 The subjects let by the Lease shall be amended so that with effect from the last date of execution of this Deed the subjects of let shall be the Shop together with subject to the terms of the Deed of Conditions a right in common with the other parties having right thereto in and to the Common Parts.
- 3 The right to park two motor cars within the Yard conferred upon the Tenant by paragraph 5 of Part 1 of the Schedule to the Lease shall be modified to the extent that said right of parking shall be exercised only in relation to the two car parking spaces shown marked 4 and 5 on the Plan.
- 4 The following right shall be granted to the Tenant and shall be added to the end of Part 1 of the Schedule to the Lease:-
- "7 the right to exercise the rights and reservations in favour of the Landlord in terms of the Deed of Conditions insofar as not already conferred upon the Tenant by the terms of the Lease."
- 5 In so far as the extent of the Premises is larger than the Shop but only to that extent the Tenant hereby renounces in favour of the Landlord the Tenant's whole right, title and interest in the Lease from and after the last date of signing of this Deed.
- 6 In the event of conflict between the terms of the Deed of Conditions and the terms of the Lease then the terms of the Deed of Conditions shall prevail.
- 7 The rent payable by the Tenant to the Landlord under the Lease shall continue to be payable at the rate and at the dates and on the terms and conditions specified in the Lease.
- 8 The Landlord shall pay, within 14 days of demand, the Tenant's reasonable and properly incurred legal costs in connection with the preparation and completion of this Deed, together with the cost of registration of this Deed in the Books of council and Session and of obtaining three extracts (one of which shall be for the Tenant) and the payment of any stamp duty land tax (if any) on this Deed. The Landlord shall deliver to the Tenant one extract of this Deed and that within 14 days of receipt from the Registers of Scotland
- 9 Clause 7.4 of the Lease shall be delete.
- 10 Clause 3 of the Lease shall be amended to the following extent:-
- the date "Thirtieth January Two thousand and six" shall be replaced with "Thirtieth January Two thousand and seven" and the date "Twenty ninth January Two thousand and twenty one" shall be replaced with "Twenty ninth January Two thousand and twenty two".
- 11 Save as amended by this Deed the terms and conditions of the Lease shall remain in full force and effect.

2

# Registers of Scotland

3

- 12 The parties hereto consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are together with the Plan and draft Deed of Conditions annexed executed as follows: they are subscribed on behalf of the said Malcolm Campbell Limited by David Campbell, one of their Directors, at Glasgow on the Sixth day of November Two thousand and seven in the presence of Peter Morton Drummond, Two hundred and ninety-two St Vincent Street, Glasgow and they are subscribed on behalf of the said Ladbroke's Betting and Gaming Limited by David Michael Bowen and Dominic Matthews, two of their Directors, together at Harrow on the Thirtieth day of October Two thousand and seven.

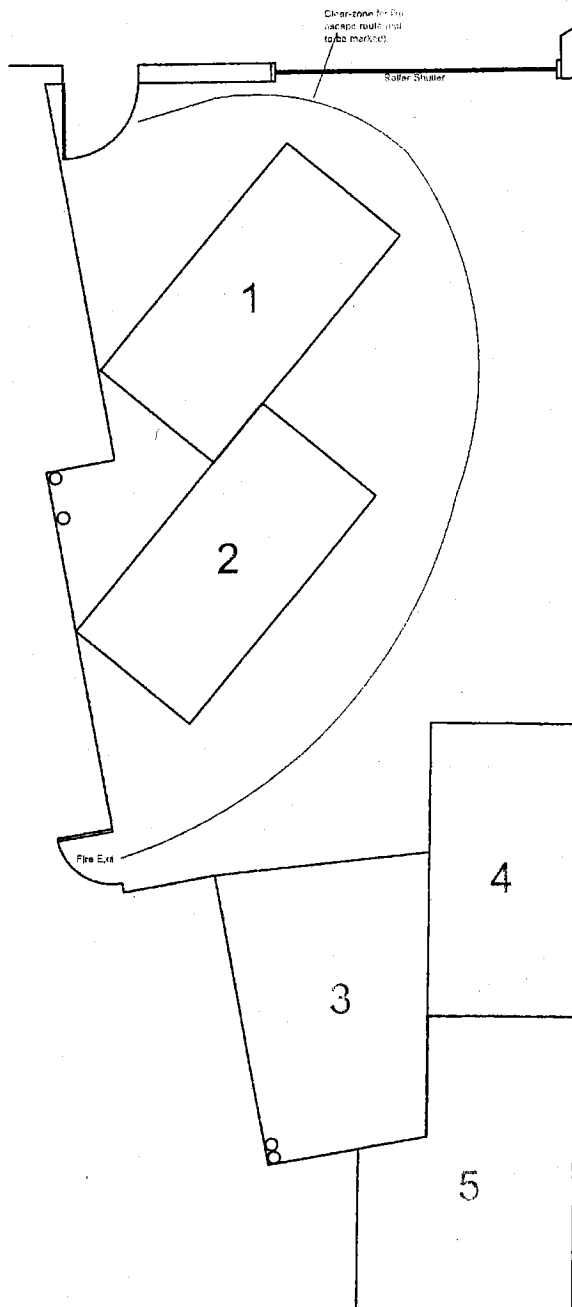
*David Campbell*

*Peter M. Drummond, Witness*

*David Michael Bowen*  
*Dominic Matthews*

3

# Registers of Scotland




Figured Dimensions To Be Taken in Preference To Spaced Dimensions All Dimensions To Be Checked On Site

THIS IS THE PLAN  
REFERRED TO IN THE  
PASSING MINUTE OF  
ALLOCATION AND PARTIAL  
RENUMERATION OF PLATS  
BETWEEN HALLOW  
CARPANEL LIMITED AND  
LADBAKES BOTTING &  
LADING LIMITED

X *[Signature]* X LAD  
X *[Signature]* X LAD  
*[Signature]*

4

Rev	Date	Description
 <b>Graham + Sibbald</b> <small>1 Greenmarket, Dundee DD1 1DT Telephone 01382 200064 Fax 01382 206020</small> <small>Office of Planning Dundee Council 1000 Dundee Road Dundee Dundee City Council Planning Department</small>		
Client David Campbell		
Project 35 - 39 Murraygate Dundee		
Dwg. Title Proposed Car Park		
Dwg. No. DB1373/02	Scale 1/100 @ A4	CAD File 85GEN
Drawn By MJS	Checked By IAA	Date 23/05/2007

# Registers of Scotland



**MCCLURE NAISMITH**

Solicitors

GLASGOW EDINBURGH LONDON

DEED OF CONDITIONS

by

MALCOLM CAMPBELL LIMITED

with the consent of

LADBROKE BETTING & GAMING LIMITED

and

THE ROYAL BANK OF SCOTLAND PLC

Subjects: 35/39 Murraygate, Dundee

THIS IS THE  
DRAFT DEED OF  
CONDITIONS REFERRED  
TO IN THE FOREGOING  
MINUTE OF ALTERATION  
AND PARTIAL  
RENEWAL OF  
LEASE BETWEEN  
MALCOLM CAMPBELL  
LIMITED AND  
LADBROKE BETTING &  
GAMING LIMITED

FAS 4979  
NPN PMD 2731.208

3 Ponton Street,  
Edinburgh  
EH3 9QQ  
DX: ED135  
Tel: 0131 228 4994  
Fax: 0131 228 4260  
E-mail: edinburgh@McClureNaismith.com

292 St Vincent Street  
Glasgow  
G2 5TQ  
DX: GW64  
Tel: 0141 204 2700  
Fax: 0141 248 3998  
E-mail: glasgow@McClureNaismith.com

Equitable House  
47 King William Street  
London EC4R 9AF  
DX: 764 CDE  
Tel: 020 7929 3770  
Fax: 020 7929 3466  
E-mail: london@McClureNaismith.com

# Registers of Scotland

## DEED OF CONDITIONS

by

**MALCOLM CAMPBELL LIMITED** (Registered Number SC004399) and having its Registered Office at 4 Woodside Place, Glasgow G3 7QF (hereinafter referred to as "the Granters")

with the consent of

**LADBROKES BETTING & GAMING LIMITED**, incorporated under the Companies Acts (Registered Number 775667) and having their Registered Office at Imperial House, Imperial Drive, Rayners Lane, Harrow, Middlesex (hereinafter referred to as "the Tenants")

and

**THE ROYAL BANK OF SCOTLAND PLC**, incorporated under the Companies Acts and having their Registered Office at 36 St Andrew Square, Edinburgh (hereinafter referred to as "the Heritable Creditors")

## WHEREAS

- (1) The Granters are the registered proprietors of the Subjects as hereinafter defined;
  - (2) The Granters have let part of the Subjects and may subsequently lease or sell or deal separately with other parts of the Subjects;
- 6

# Registers of Scotland

- (3) It is accordingly desirable for the Granters to execute this Deed in order to define (without prejudice to the insertion in individual deeds of further special provisions) all such servitudes, reservations, real burdens and others subject to which each tenant and/or proprietor shall hold its interest in part of the Subjects;
- (4) The Granters have resolved to execute this Deed so that such servitudes, reservations, real burdens and others may (so far as applicable) be effectually constituted as real burdens affecting the Subjects within the meaning of Part 1 of the Title Conditions (Scotland) Act 2003.
- (5) The Tenants and the Heritable Creditors consent to the execution and registration of this Deed in respect of their interests in the Subjects and as evidenced by their execution hereof.

NOW THEREFORE IT IS DECLARED AS FOLLOWS:

## 1 INTERPRETATION

In this Deed unless there shall be something in the subject or context inconsistent therewith:

- 1.1 Words importing the singular shall include the plural and vice versa;
- 1.2 Words importing a person shall include firms, partnerships, companies, associations and corporations and vice versa;
- 1.3 Any reference to any Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, notices, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom;
- 1.4 Marginal headings shall be ignored; and
- 1.5 References to a clause (which expression shall include a sub-clause) unless the context otherwise requires are references to clauses and sub-clauses of this Deed.

7

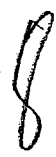


# Registers of Scotland

## 2 DEFINITIONS

In this Deed the following expressions shall have the following meanings unless the context shall otherwise require or admit:

- 2.1 "2003 Act" means the Title Conditions (Scotland) Act 2003;
- 2.2 "Benefited Property" means the Subjects or any part thereof;
- 2.3 "Building" means the building erected on the Subjects ;
- 2.4 "Burdened Property" means the Subjects or any part thereof;
- 2.5 "Common Parts" means the roof of the Frontage, the exterior walls of the Building insofar as enclosing the Frontage ONLY (but not the windows therein) any structural internal walls within the Frontage (other than the mutual division wall hereinafter provided for), and the Conduits insofar as serving more than one Unit and any other part of the Subjects the use of which is common to the Owners;
- 2.6 "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 Subjects whether or not used exclusively for the benefit of any Unit or shared with others, but excluding any equipment or apparatus used exclusively by the Tenants, including without prejudice to the foregoing generality the satellite, television and other receiving and transmission apparatus and the air conditioning and ventilation plant and all ancillary apparatus and equipment;
- 2.7 "this Deed" means this Deed of Conditions;
- 2.8 "the Frontage" means that part of the Building forming the ground, first, second and attic floors of the front portion of the Building shown outlined and hatched in red on Plan 1;



# Registers of Scotland

- 2.9 "Owner" means any and each party who is from time to time the registered proprietor of any part of the Building and where there is more than one party as the owner of such part at any time, they shall together be included in such expression (except in relation to the provisions of Clause 6 hereof) and any obligations hereby imposed on them shall bind them jointly and severally;
- 2.10 "Plan 1" means Plan 1 annexed and executed as relative hereto.
- 2.11 "Plan 2" means Plan 2 annexed and executed as relative hereto.
- 2.12 "Plan 3" means Plan 3 annexed and executed as relative hereto.
- 2.13 "Shop" means the Building under exception of the Upper Front Offices and (ii) and including the doors thereto, any glazing therein (but not frames) and any doors serving the same together with all Conduits, plant and equipment exclusively serving the same, but for the avoidance of doubt, excluding anything falling within the Common Parts and the Yard;
- 2.14 "Subjects" means the Subjects registered in the Land Register of Scotland under title number ANG 30572;
- 2.15 "Tenants" means the said Ladbrokes Betting & Gaming Limited and their successors and assignees in right of the tenant's interest in the lease of the Shop;
- 2.16 "Unit" means any self contained unit comprised within the Building forming initially the Shop and the Upper Front Offices and latterly any sub-divisions of either or both of the Shop and the Upper Front Offices;
- 2.17 "Upper Front Offices" means the ground floor entrance and first and second floor accommodation shown outlined in green and hatched in black on Plan 2 with the attic above and including the doors thereto, any glazing therein (but not frames) and the staircases leading thereto and any doors serving same together with all Conduits, plant and equipment exclusively serving same, but for the avoidance of doubt excluding anything falling within the Common Parts;
- 9

# Registers of Scotland

2.18 "Yard" means the passageway and the rear area shown tinted pink on Plan 3.

## 3 SERVITUDES

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this Condition 3 the burdened property is the Subjects and each Unit is a benefited property.

### 3.1 Passage of Utilities

The free passage of water, soil and other services (subject to temporary interruption for repair, alteration or replacement or due to the occurrence of any of the Insured Risks) in and through that part of the Conduits serving inter alia the premises belonging to the Owner;

### 3.2 Right of Support

A right of support, shelter and protection as is now or may in the future be enjoyed from the adjoining and adjacent premises;

### 3.3 Access - Maintenance

A right of access over other parts of the Subjects for the purposes of inspection or repair or renewal or alteration of the Unit belonging to the Owner and for any other necessary purposes or the service media serving the same subject to the giving of the reasonable prior notice to the Owner of the other part of the Subjects and upon prior appointment (except in the case of emergency).

The servitude rights created in this Condition shall be capable of being exercised not only by each Owner but also by all others authorised by them including specifically any tenants or sub-tenants or other occupiers of such part or parts of the Subjects from time to time. The foregoing servitude rights shall be subject to the flowing servitude conditions; namely the servitude rights shall be exercised in such a way as to cause the minimum practicable inconvenience and disturbance to

10

# Registers of Scotland

any trade or business being carried on in the Building from time to time and the party exercising the rights shall be bound to make good as soon as reasonably practicable all and any physical damage caused by the exercise of such rights.

## **4 RESERVATIONS**

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this Condition 4 the burdened property is the Subjects and each Unit is a benefited property. There are reserved to the Owners and all other parties to whom they may communicate rights (including specifically the Owners of other parts of the Subjects and others deriving rights from them) a heritable and irredeemable servitude right at reasonable times and upon at least 48 hours prior notice (except in the case of emergency when no notice will be required) to enter upon any part of the Subjects (with or without workmen);

### **4.1 Access**

to carry out work to any Unit or the Common Parts as appropriate and to exercise any of the rights granted to the Owners by this Deed,

### **4.2 Maintenance**

to inspect, cleanse, repair, maintain, renew, connect to, remove, replace with others alter or execute any works whatever to or in connection with the Common Parts and

### **4.3 Utilities**

for the purposes of carrying out and completing the development of any other part of the Building or in order to alter the same, to make use of and to make connections to the Conduits and to lay and install, in, under or upon the Common Parts along such routes as may be approved by the Owners, such Conduits as are necessary for the servicing and use of such part of the Building.

# Registers of Scotland

Provided always that the persons exercising the foregoing rights shall be bound to do so in such manner as to cause the minimum practicable inconvenience and disturbance to any trade or business being carried on in the Building and shall be bound to make good any physical damage caused by the exercise of such rights.

The following rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties. For the purposes of this part of Condition 4 the burdened property is the Subjects (under exception of the Shop) and the Shop is the benefited property:-

The right to fix in or upon any appropriate Common Parts 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 to affix to appropriate Common Parts all necessary ladders, crawlboards or other accesses thereto and cabling and fixings for the purpose of installation, repair and maintenance thereof, subject to making good all damage caused thereby and always subject to obtaining all necessary third party, and statutory consents thereto;

The right to exit the Shop over and across the Yard in the event of emergency (including, but not limited to fire escape), and for occasional drill.

## 5 REGULATIONS

To safeguard the amenity of the Subjects and in the interest of the generality of the Owners and the occupiers, including the Tenants, of the Subjects the following Regulations shall apply to the Subjects and every part thereof:

### 5.1 Not to obstruct

The Common Parts shall be kept clear and free from obstruction at all times and the Owners shall not otherwise hinder or obstruct the free and uninterrupted use of the same;

R

# Registers of Scotland

## **5.2 Deleterious substances**

No deleterious, pungent, dangerous, illegal or hazardous or obnoxious effluent or substance shall be discharged or otherwise permitted to pass into the drains, sewers, pipes or other services or conducting media forming part of the Conduits;

## **5.3 Refuse**

No open storage of materials, rubbish or scrap shall be permitted outside the Unit belonging to each Owner or outside the Building. No refuse shall be stored in the Common Parts and each Owner shall ensure that all refuse is contained within the Unit belonging to them within the Building until removed. No incineration of refuse shall be permitted;

## **5.4 Smell**

No noxious fumes or smells shall be emitted from any part of the Building so as to cause interference with the proper enjoyment and use of any other part of the Building;

## **5.5 Machinery**

No industrial machinery, engines or equipment which may cause excessive noise or excessive dust or vibration to be emitted from any part of the Building shall be operated at any time;

## **5.6 Noise**

No loudspeakers or other means of sound amplification or reproduction shall be used within any part of the Building in such a manner as to be readily audible from elsewhere within the Building or outside the Building and generally no noise shall be created within any part of the Building so as to disturb the occupiers of any other part of the Building;

13

# Registers of Scotland

## **5.7 Electrical equipment**

Each Owner shall not install or use or permit to be installed or used any electrical equipment without having affixed thereto an efficient suppressor so as to prevent any interference with the radio or television or satellite or other telecommunications reception in or on the Building;

## **5.8 Animals**

No dogs, cats or other animals, birds, or reptiles shall be kept within the Building;

## **5.9 Fire Safety**

Each Owner shall comply with the requirements of the Firemaster and the insurers of the Building in all respects and specifically in relation to the provision and maintenance of fire alarms and fire safety equipment and means of escape from the Building and to the extent that a common fire alarm/protection/sprinkler system exists within the Building;

## **5.10 Overloading**

Each Owner shall ensure that at all times there shall be no overloading of the floors or of the structural parts of the Building;

## **5.11 Maintenance of Common Parts**

5.11.1 Each part of the Building shall be held by each Owner in all time coming under the obligation jointly and severally with the other Owner of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts

5.11.2 The Owners shall be responsible for payment of the cost of complying with the obligations incumbent upon them in terms of conditions 5.11.1 hereof as follows:

4

# Registers of Scotland

10

5.11.2.1 the one half share of the cost of maintaining the divisional wall referred to in Condition 8 hereof pertaining to the Frontage shall be divided between the Owner of the Upper Front Offices and the Owner of the Shop on the basis that the Owner of the Upper Front Offices shall be liable for a one third part of the said one half share and the Owner of the Shop shall be liable for a two thirds part of the said one half share.

5.11.2.2 in respect of all other Common Parts, liability for the cost of complying with condition 5.11.1 hereof shall be apportioned one third to the Owner of the Upper Front Offices and two thirds to the Owner of the Shop.

5.11.3 In the event that any Owner fails to comply with the Regulations or any of them the other Owner shall have the right to take such steps and carry out such works as may be necessary to remedy such failure to comply all at the cost of the Owner so failing (and which rights shall include the right to enter the premises belonging to the Owner for the foregoing purposes).

5.11.4 In the event that any Owner does or allows to be done or omits to do anything whereby any additional premium may become payable for the insurance of the Subjects then such Owner shall be solely responsible for payment of the additional premium.

5.11.5 In the event of any Owner considering it necessary that any common repairs should be executed immediately in order to keep such Owner's Unit wind and watertight and in good sanitary condition such Owner shall be entitled to effect such repairs at his own hand and thereafter to convene a meeting of Owners to approve such repairs as necessary common repairs or alternatively such owner may convene a meeting in terms of condition 6 hereof to sanction such repairs before execution. In the event of the other Owner or as the case may be a majority of Owners at such meeting refusing or delaying to approve or sanction such repairs or in the event of there being more than two owners and of there not being a quorum present at

15



# Registers of Scotland

11

such meeting the question of the necessity of sanctioning such repairs may then be referred to the arbiter to be appointed in terms of Condition 11 hereof and in the event of the said arbiter deciding that such repairs are or were necessary he shall have power to order same to be executed forthwith if not already done and the expense of such repairs and of the reference to arbitration shall all be matters within the arbiter's remit.

## 6 MEETINGS

A meeting of the Owners to decide any matter relating to the Subjects falling to be determined by the Owners in terms of this Deed or otherwise (including regulations as to the use of the Common Parts and the maintenance, repair and if necessary reinstatement of Common Parts) may be called by any Owner on 21 days notice in writing specifying the business of the meeting and the place, date and time of the meeting. At any such meeting (i) any Owner may be represented by any other person as his mandatory appointed by written mandate to attend, vote and act on behalf of the Owner granting the Mandate; (ii) the Owners of the Upper Front Offices and the owners of the Shop shall both require to be present in the absence of any sub-division of the Upper Front Offices or the Shop following which the Owners of any two Units shall be a quorum; (iii) the Chairman of the meeting shall be appointed by those present and entitled to vote and (iv) all matters shall be determined where necessary by either the unanimous decision of the Owner of the Upper Front Offices and the Owner of the Shop or by a majority of the Owners or their mandatories present and voting subject to Condition 5.11.5 of this Deed. All decisions and regulations regularly made at any such meeting shall be binding upon all the Owners whether or not present in person or represented and whether or not consenting to any such decision unless any Owner shall within 14 days of the making of such decision refer the matter to arbitration in accordance with Condition 11 of this Deed.

## 7 COMMON PARTS ETC

### Ownership

7.1 Each Owner shall have a pro indiviso right of property in common with the Owners of other subjects within the Building to the Common Parts.

16

# Registers of Scotland

12

**8 DIVISIONAL WALL**

The divisional wall separating the Frontage from the remainder of the Building shall be the mutual property of the proprietors of the Frontage and the proprietors of the remainder of the Building and shall be maintained in good condition jointly by the proprietors of the Frontage and the proprietors of the remainder of the Building in all time coming.

**9 MAINTENANCE OF UNITS ETC**

9.1 Each Owner shall be bound to keep the Unit belonging to that Owner in a good state of repair and decoration in all time coming and in the event of damage or destruction shall repair, restore and if necessary rebuild same and take all appropriate steps either alone or in conjunction with other Owners to prevent damage to the fabric of the same which may detract from the amenity of the Subjects or create a nuisance to other Owners or their tenants.

**10 REAL BURDENS**

10.1 The conditions set out in Conditions 5, 6, 8 and 9 are imposed on the Units in the Building as community burdens.

10.2 To the extent that the Granters are the Owner of any Unit, the conditions set out in Conditions 5, 6, 8 and 9 are real burdens in favour of such Unit.

10.3 It shall not be competent for any Owner to make application to the Lands Tribunal for discharge of the real burdens contained herein under section 90(1)(a)(i) or section 91(1) of the 2003 Act prior to the date occurring five years after the date of registration of this Deed in the Land Register.

**11 DISPUTES**

In the event of any dispute or difference concerning any matter or thing arising out of this Deed (other than with regard to the meaning or construction thereof) such dispute or difference will be referred to some independent and fit person as agreed upon by the Owners or in the absence of such agreement nominated by the Chairman for the time being

17

# Registers of Scotland

13

of the Scottish branch of the Royal Institution of Chartered Surveyors or other senior officeholder of the Royal Institution on the application of any party. But in the event of any such dispute or difference arising over the meaning or construction of this Deed, then the matter shall be referred to an experienced solicitor agreed upon by the Owners or in the absence of such agreement nominated by the President for the time being of the Law Society of Scotland or other senior officeholder of the Society on the application of any party. Any fees that shall be payable to any person appointed as aforesaid shall be within the award of that person and failing any award shall be shared equally among the parties to the dispute in question. Any reference as aforesaid shall be deemed to be a submission to arbitration under the provision of the Arbitration (Scotland) Act 1894 and a decision, finding or decree of the said Arbiter shall be final and binding on all concerned declaring however that an appeal to the Court in terms of Section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded.

## 12 NOTICES

Any Notices hereunder shall be sufficiently served if sent by registered or recorded delivery letter post addressed to the addressee at their Registered Office or if they do not have a Registered Office to their last known address or addresses in Great Britain and any notice of delivery shall on proof of posting be deemed to have been received two days after posting.

## 13 CONSENT TO REGISTRATION

We consent to the registration of this Deed for preservation and execution.

## 14 SEVERABILITY

Notwithstanding that any provision of this Deed may prove to be illegal or unenforceable the remaining provisions of this Deed shall continue in full force and effect: IN WITNESS WHEREOF

*David Lybelle*

*J. M. Jones*  
*A. M. Mather*

18

X LAD

X LAD

D/E

G:\Clients\Malcolm Campbell Limited\2731.208 npn pmd DOC.doc  
10 August 2007 10:03:00

And the said Lords grant Warrant for lawful execution hereon.

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

*N. B.*