

16/38522

Books of Council and Session

Extract Registered 26 Sep 2016

MINUTE OF EXTENSION AND VARIATION

MALCOLM CAMPBELL LIMITED
LADBROKES BETTING AND GAMING
LIMITED

BURNES PAULL LLP
LP5 GLASGOW 8

Registers of Scotland

16/38522

AT EDINBURGH the Twenty Sixth day of September Two thousand and sixteen 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:-

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MINUTE OF EXTENSION AND VARIATION

between

- (1) **MALCOLM CAMPBELL LIMITED**, a company incorporated under the Companies Acts (registered number SC004399) and having their registered office at 4 Woodside Place, Glasgow, G3 7QF (hereinafter referred to as the "**Landlord**" which expression shall, wherever the context so admits, include its successors in title to the interest of the landlord herein)
- (2) **LADBROKES BETTING & GAMING LIMITED**, a company incorporated under the Companies Acts (registered number 00775667) and having their registered office at Imperial House, Imperial Drive, Rayners Lane, Harrow, Middlesex HA2 7JW (hereinafter referred to as the "**Tenant**", which expression shall mean it and its permitted successors in right of the tenant's interest under the Lease)

WHEREAS:

- (A) The Landlord is the landlord for the time being and the Tenant is the tenant for the time being under the lease between Malcolm Campbell Limited and Ladbrokes Betting & Gaming Limited dated 12 and 22 February 2007 and registered in the Books of Council and Session on 8 March 2007 ("**Original Lease**") of ALL and WHOLE the shop premises known as and forming 35/39 Murraygate, Dundee (as more particularly described in the said lease) (the "**Premises**") as amended and varied by (1) minute of alteration and renunciation of lease between Malcolm Campbell Limited and Ladbrokes Betting & Gaming Limited dated 30 October and 6 November 2007 and registered in the Books of Council and Session on 15 February 2008 and (2) minute of variation of lease between Malcolm Campbell Limited and Ladbrokes Betting & Gaming Limited dated 5 and 13 May 2010 and registered in the Books of Council and Session on 11 October 2010 (together the "**Lease**").
- (B) The Landlord and the Tenant have agreed to an extension and variation of the Lease, and that on the terms and conditions contained herein.

NOW THEREFORE the Landlord and the Tenant have agreed and DO HEREBY AGREE:

1 TERM

The term of the Lease shall be extended from and including 30 January 2022 to 27 August 2026.

2 RENT REVIEW

- 2.1 The rent shall remain at EIGHTY FIVE THOUSAND POUNDS (£85,000) STERLING per annum with effect for the remainder of the term of the Lease (as extended in accordance with the provisions of Clause 1 above).

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- 2.2 The last line of Part 3 of the Schedule to the Original Lease shall be deleted and, for the avoidance of doubt, there shall be no further rent review or uplift of rent due in accordance with the Lease.

3 LEASE VARIATIONS

- 3.1 Notwithstanding the provisions of Clause 17.3 of Part 4 of the Schedule to the Original Lease, the Tenant shall be entitled to grant sub-lets of the whole of the Premises for terms of three years or less without requiring the consent of the Landlord. The provisions of Clauses 17.4 and 17.5 of the said Part 4 of the Schedule to the Lease shall apply to any such sub-let.
- 3.2 The words "with Landlord's consent" where they appear on line 6 of Clause 5 of the Original Lease shall be deleted.
- 3.3 The words ", such consent not to be unreasonably withheld" shall be deleted where it appears on line 8 of Clause 5 of the Original Lease.
- 3.4 The words "provided that the insurance premiums are at the reasonable and proper rate" shall be added at the end of Clause 4.3.1 of the Original Lease.
- 3.5 The Tenant shall reimburse the Landlord in respect of the Landlord's share of any costs, fees or expenses relating to the Premises properly incurred by the Landlord in accordance with the Deed of Conditions, as defined in Clause 2.2 of the said minute of variation of lease between the Landlord and the Tenant dated 5 and 13 May 2010.

4 COSTS AND EXPENSES

- 4.1 The Landlord and the Tenant will bear their own costs and expenses in connection with the preparation and completion of this Minute of Extension and Variation.
- 4.2 The Tenant will be liable for the full cost of registering this minute of agreement in the Books of Council and Session and obtaining three extracts thereof (two for the Landlord and one for the Tenant).
- 4.3 The Tenant will be responsible for payment of any Land and Buildings Transaction Tax ("LBTT") chargeable or payable in respect of the terms of this minute of agreement. The Landlord will reimburse the Tenant within 10 working days of demand 50% of the LBTT payable by the Tenant.

5 WARRANDICE

The Landlord grants warrandice.

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6 LEASE CONTINUES

Except as varied by this Minute of Extension and Variation, the Lease, as amended, shall continue in full force and effect without modification.

7 LAW OF SCOTLAND

This Minute of Extension and Variation shall be governed by and construed in accordance with the Law of Scotland.

8 REGISTRATION

The parties hereto consent to registration of this Minute of Extension and Variation for preservation and execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages are executed as follows:

SUBSCRIBED for and on behalf of the said LADBROKES BETTING & GAMING LIMITED

at HARROW

on 2 SEPTEMBER 2016

by

CHRIS ROBSON

Print Full Name
CHRISTOPHER MARK ROBSON


before this witness

C. L. ESSLING

Print Full Name
CLAIRE ESSLING LEY

Address

Imperial House
Imperial Drive
Hayners Lane
Harrow
Middlesex
HA2 7JW

X 
Director/Authorised Signatory

CL ESSLING
Witness

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SUBSCRIBED for and on behalf of the said MALCOLM CAMPBELL LIMITED

at GLASGOW

on 6TH SEPTEMBER 2016

by DAVID CAMPBELL

Print Full Name

David Campbell

Director

before this witness

JACQUELINE DIAMOND

Print Full Name

Jacqueline Diamond

Witness

Address

FLAT 012, 13 GRANTLEY
GARDENS, GLASGOW, G2 13PZ

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.