

17/32910

**Books of Council and Session**

**Extract Registered 10 Aug 2017**

ASSIGNATION

LADBROKES BETTING & GAMING  
LIMITED  
DONE BROTHERS (CASH BETTING)  
LIMITED

ANDERSON STRATHERN LLP  
DX ED 3 EDINBURGH

# Registers of Scotland

17/32910

AT EDINBURGH the Tenth day of August Two thousand and seventeen 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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# Registers of Scotland

## ASSIGNATION

among

**LADBROKES BETTING & GAMING LIMITED**, incorporated under the Companies Acts (Registered Number 00775667) and having their Registered Office at Imperial House, Imperial Drive, Rayners Lane, Harrow, Middlesex, HA2 7JW ("**Seller**")

and

**DONE BROTHERS (CASH BETTING) LIMITED**, incorporated under the Companies Acts (Registered Number 01277703 ) and having their Registered Office at The Spectrum, 56-58 Benson Road, Birchwood, Warrington, Cheshire, WA3 7PQ ("**Buyer**")

and

**MALCOLM CAMPBELL, LIMITED**, incorporated under the Companies Acts (Registered Number SC004399) and having their Registered Office at 4 Woodside Place, Glasgow, G3 7QF ("**Landlord**")

WHEREAS:

- (A) The Landlord is the landlord under the Lease;
- (B) The Seller is tenant under the Lease;
- (C) The Parties have agreed that the Seller will assign, and the Buyer will accept an assignation of, the tenant's interest under the Lease with effect from the Date of Entry.

IT IS AGREED by the Parties as follows:

### 1 DEFINITIONS

In this deed:

"**Assignment**" means this Assignment;

"**Common Works**" means the common works to be carried out at the Building as more particularly described in the Schedule of Works and being identified therein by their being denoted Common Repairs against a column shaded green thereon;

"**Date of Entry**" means 8 December 2016;

"**Deed of Conditions**" means the Deed of Conditions by the Landlords with the consent of the Tenants and the Heritable Creditors registered in the Land Register of Scotland under title number ANG30572 on 8 January 2008;

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**"Landlord"** means the party designed as landlord in this Assignment and includes where the context so requires their successors as landlord under the Lease;

**"Lease"** means the lease between Malcolm Campbell, Limited and Ladbrokes Betting & Gaming Limited dated 12 and 22 February and registered in the Books of Council and Session on 8 March all 2007 as amended and varied by (one) Minute of Alteration and Partial Renunciation of Lease between the Landlord and the Seller dated 30 October and 6 November and registered in the Books of Council and Session on 15 February 2008, (two) Minute of Variation of Lease between the Landlord and the Seller dated 5 and 13 May 2010 and registered in the Books of Council and Session on 14 October 2010 and (three) Minute of Extension and Variation of Lease between the Landlord and the Seller dated 2 and 6 September 2016 and registered in the Books of Council and Session on 26 September 2016;

**"Parties"** means the Seller, the Buyer and the Landlord;

**"Property"** means ALL and WHOLE 35-39 Murraygate, Dundee being the subjects more particularly described in the Lease;

**"Schedule of Works"** means the schedule of works forming the schedule annexed and executed as relative hereto; and

**"Tenants' Works"** means the works to be carried out by or on behalf of the Buyer at the Property as are required in accordance with the provisions of the Lease and as are more particularly detailed in the Schedule of Works but not including the Common Works.

## 2 **ASSIGNATION**

The Seller assigns to the Buyer the tenant's interest under the Lease of the Property with entry on the Date of Entry.

## 3 **BUYER'S OBLIGATIONS**

The Buyer will pay to the Landlord the whole rents and others stipulated in the Lease to be paid by the tenant and will perform, implement and observe the whole other terms, conditions and obligations contained in the Lease so far as incumbent on the tenant under the Lease and whether arising prior to, on or after the Date of Entry until the expiry or otherwise termination of the Lease.

## 4 **SELLER'S OBLIGATIONS**

The Seller will free and relieve the Buyer of the whole rents and other sums stipulated in the Lease to be paid by the tenant prior to the Date of Entry in terms of the Lease.

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## 5 WORKS TO BE CARRIED OUT

- 5.1 Subject always to the provisions of Clause 7.2 and Clause 11 of Part 4 of the Schedule to the Lease, the Buyer shall carry out and complete the Tenants' Works at their own cost and in a good and workmanlike fashion with good quality materials by 1 December 2017, all to the reasonable satisfaction of the Landlord and in accordance with the provisions of the Lease.
- 5.2 Notwithstanding the provisions of paragraph 7 of Part 1 of the Schedule to the Lease (it being acknowledged and agreed by the Parties that the Landlord shall exercise the rights in its favour as contained in the Deed of Conditions to procure the carrying out of the Common Works), the Buyer undertakes and agrees to indemnify the Landlord against the proportionate share which is applicable to the Property (as such share is defined with reference to the Deed of Conditions) of the whole costs of carrying out and completing (or procuring the carrying out and completing) of the Common Works and any such necessary variations to the same which may be notified to the Buyer whenever the same shall be so completed and shall pay such costs together with all value added tax properly chargeable thereon within 28 days of demand.

## 6 COSTS

- 6.1 Each of the Parties will bear their own costs and expenses except that the Seller will pay within five working days after written demand the proper and reasonable costs and expenses of the Landlord in connection with this Assignment.
- 6.2 The Seller will be responsible for any Land and Buildings Transaction Tax due in respect of the Lease on or prior to the Date of Entry.
- 6.3 The Buyer will be responsible for any Land and Buildings Transaction Tax chargeable on this Assignment.
- 6.4 The Buyer will pay within five working days after written demand the costs of registering this Assignment in the Books of Council and Session and obtaining four extracts (one for the Seller, one for the Buyer and two for the Landlord).

## 7 WARRANDICE/POSSESSION

The Seller grants warrandice and gives to the Buyer vacant possession of the Property with effect from the Date of Entry.

## 8 LANDLORD'S CONSENT

The Landlord consents to this Assignment and with effect from the Date of Entry, discharges the Seller from all liability for the obligations incumbent on the tenant in respect of the Lease.

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## 9 CONSENT TO REGISTRATION

The Parties consent to the registration of this Assignment for preservation and execution: IN WITNESS WHEREOF: these presents consisting of this and the preceding three pages together with the schedule annexed hereto are executed in counterpart as follows and DELIVERED on

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

at LONDON

on 3/8/17

by

JOHN KERR  
Print Full name

  
Director

before this witness:

C. SHANAHAN  
Print Full Name

  
Witness

Address:

33 DERHAM GARDENS

UPMINSTER

ESSEX RM14 3HB.

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# Registers of Scotland

SUBSCRIBED for and on behalf of the said DONE BROTHERS (CASH BETTING) LIMITED

at BIRCHWOOD, WARRINGTON

on 8.8.2017

by

MARK STEBBINGS

Print Full name

Director

before this witness:

STUART DAVITT

Print Full Name

Witness

Address:

56-58 BENSON ROAD

BIRCHWOOD WARRINGTON

WA3 7PQ

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# Registers of Scotland

SUBSCRIBED for and on behalf of the said MALCOLM CAMPBELL, LIMITED

at GLASGOW

on 3<sup>rd</sup> AUGUST 2017

by

12 DAVID MALCOLM CAMPBELL

Print Full name

David Campbell

Director

before this witness:

JACQUELINE DIAMOND

Print Full Name

Jaqueline Diamond

Witness

Address:

13 Grantley Gardens

Glasgow

G41 3PZ

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## Schedule of Works

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
			necessary.					
1.02	Pt.4, Clause 5	Lead valley gutters and flashings around chimneyheads and dormers are perished.	Strip and renew lead valleys and flashings.					
1.03	Pt.4, Clause 5	Lead parapet gutters and flashings in poor condition. Liquid sealant repairs have been carried out to various parts of the front parapet gutter.	Strip and renew lead parapet gutters.					
1.04	Pt.4, Clause 5	Timber framed rooflight and adjoining skylight to south end of rear-facing roof slope decayed and in poor condition. Internally, there is evidence of heavy water ingress and heavy	Renew rooflight and skylight.					

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
		decay to woodwork.						
1.05	Pt.4, Clause 5	Cast iron rhone along the rear-facing roof slope is choked with vegetation and silt.	Clear out rhone.					
1.06	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint cast iron rhone to rear-facing roof slope.					
1.07	Pt.4, Clause 5	Open/cracked joints in areas to sandstone chimneyheads.	Re-point in lime mortar as necessary.					
1.08	Pt.4, Clause 5	Cement flaunching around chimney pots is cracked and loose in areas.	Renew as necessary.					
1.09	Pt.4, Clause 5	Cement repairs have been carried out to south chimneyhead.	Cut out any loose/boss areas and renew with Lithomex or equal stone restoration					

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
			mortar.					
1.10	Pt.4, Clause 5	Localised areas of noticeably scaling stonework to chimneyheads.	Brush off scaling stonework and repair as necessary.					
1.11	Pt.4, Clause 5	Localised areas of moss growth to sandstone chimneyheads.	Remove moss growth.					
1.12	Pt.4, Clause 5	Sandstone chimneyhead is slightly leaning northwards.	Instruct structural engineer to inspect and provide recommendations, and carry out any necessary remedial works.					
1.13	Pt.4, Clause 5	Active beetle infestation to roof timbers seen within apex roof void.	Apply insecticidal spray treatment to roof timbers to apex roof void and to roof timbers within eaves voids.					
1.14	Pt.4, Clause 5	Cast iron skylight to north roof slope is aging and corroding.	Overhaul, wire brush, re-paint, renew putties as necessary and renew apron					

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
			flashing.					
2.00	REAR ELEVATION OF FRONT BUILDING ("FRONTAGE")							
2.01	Pt.4, Clause 5	Extensive areas of dislodging pointing to stonework.	Hack off all loose stonework and re-point in lime mortar.					
2.02	Pt.4, Clause 5	Various areas of scaling stonework.	Brush down scaling stonework.					

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
2.03	Pt.4, Clause 5	Steel ladder, fixed to sandstone, leads up to steel balcony, which in turn leads up to secondary steel ladder and gantry on top of dome to main roof - steelwork is now suffering from heavy corrosion in areas and is in need of repair. Corroded handrail to east end of gantry at top of dome has fallen off and opposite handrail has corroded off from its end. 2 Nr timber bearers supporting end of gantry on top of dome are extremely heavily rotten and, therefore, the end of this gantry is not fixed to the dome presenting a health and safety risk.	Repair/renew corroded steelwork, wire brush and re-paint all steelwork, renew corroded/ missing handrails, renew rotten timber bearers and re-fix end of gantry to new treated timber bearers.					
2.04	Pt.4, Clause 5	Heavy vegetation growth around steel balcony to top of lower steel ladder.	Remove vegetation growth.					

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
3.00	<u>MAIN ROOF, INCLUDING DOME</u>							
3.01	Pt.4, Clause 5	Heavy silt and vegetation within gutters.	Remove silt and vegetation and remove all debris from roof.		Agreed			
3.02	Pt.4, Clause 5	Roof and dome have single ply PVC membrane coverings, which have heavy accumulation of algae and dirt, presenting significant slip risk.	Thoroughly clean down all roof coverings and dome coverings.		Agreed			
3.03	Pt.4, Clause 5	Single ply membrane is punctured in one area adjacent to rear roof.	Cut out single ply membrane, renew underlying insulation/decking as necessary and patch repair single ply membrane.		Agreed			

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
3.04	Pt.4, Clause 5	Pointing to stone parapet wall along the north edge of roof and L-shaped higher level wall at southeast corner of roof is in poor condition, with various open/heavily deteriorated joints. Various areas of moss growth, and stonework is generally scaling/eroding.	Brush down all scaling stonework, remove all moss growth and re-point in lime mortar.		Agreed			
3.05	Pt.4, Clause 5	Heavy buddleia growth to top of L-shaped stone wall at southeast corner of roof.	Remove buddleia growth, make good stonework and felt coverings and re-point as necessary.		Agreed			
3.06	Pt.4, Clause 5	New PVC-u downpipe has been fixed to rainwater outlet at east end of parapet gutter to south wall - lead outlet has not been properly connected to top of downpipe and bottom branch of downpipe is broken.	Provide suitable connection between leadwork and PVC-u and renew broken bottom length of downpipe.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
3.07	Pt.4, Clause 5	Missing end of cast iron rhone at east end of south side of roof and missing top of downpipe. Corroded/broken bracket fixings to downpipe.	Renew missing length of rhone in cast iron, to match existing, renew missing length of downpipe and renew brackets.		Agreed			
3.08	Pt.4, Clause 5	Minor accumulation of silt and debris within rhone to south side of roof.	Clear out rhone.		Agreed			
3.09	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint cast iron rhone to south side of roof.		Agreed			
3.10	Pt.4, Clause 5	Heavy silt and debris lying on roof at bottom of rear-facing wall to front building.	Remove all debris.		Agreed			
3.11	Pt.4, Clause 5	Timber steps leading down from second floor window onto roof are heavily rotten and collapsed.	Renew timber steps.		Agreed			
3.12	Pt.4, Clause 8.2	Tenant to redecorate every five	Re-paint cast iron downpipe at northwest corner, leading		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		years.	from higher level front roof.					
3.13	Pt.4, Clause 5	Bottom section of PVC-u downpipe at southwest corner has fallen off.	Re-fit length of downpipe.		Agreed			
3.14	Pt.4, Clause 5	Cracked Georgian wired glass panes to a number of dome windows.	Renew cracked glazing.		Agreed			
4.00	<u>REAR ROOF</u>							
4.01	Pt.4, Clause 5	The roof is nail sick and slate coverings are in very poor condition - extensively loose, missing and broken.	Strip and re-slate roof, allowing for natural slates. Include for underlay felt. (Note: zinc ridge and hip flashings are new and can be re-used).		Agreed			
4.02	Pt.4, Clause 5	Copper/lead valley gutters perished.	Renew copper/lead valley gutters.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
4.03	Pt.4, Clause 5	Lead parapet gutters and flashings in poor condition and choked with vegetation.	Renew lead parapet gutters and flashings.		Agreed			
4.04	Pt.4, Clause 5	Pointing to stone copes to parapet walls is in poor condition.	Repoint joints to parapet copes.		Agreed			
4.05	Pt.4, Clause 5	Cast iron rhones along east elevation are choked with silt and vegetation.	Clear out rhones.		Agreed			
4.06	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint cast iron rhones.		Agreed			
4.07	Pt.4, Clause 5	3 Nr cast iron skylights aged and deteriorating and allowing water ingress.	Overhaul, wire brush, re-paint, re-putty as necessary and renew lead apron flashing to skylights.		Agreed			
4.08	Pt.4, Clause 5	Timber framed rooflight is in poor condition, with decayed woodwork, and glazing is	Renew rooflight and flashings.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
		slipping out and cracked.						
4.09	Pt.4, Clause 5	Mineral-surfaced felt coverings to valley gutter between rear roof and main roof in poor condition and this is an overlay to the original lead gutter.	Strip and renew in lead.		Agreed			
4.10	Pt.4, Clause 5	Parapet gutter at northwest corner of roof is heavily choked and the rainwater outlet appears to be choked, causing overflow to heavily discharge rainwater down elevation on Horse Wynd.	Clear choke.		Agreed			
5.00	<u>MONOPITCHED ROOF TO SOUTH OF MAIN ROOF</u>							
5.01	Pt.4, Clause 5	Lead flashings at top of roof slope are perished and	Renew lead flashings.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		dislodging.						
5.02	Pt.4, Clause 5	Lead valley gutter and flashings at the east end of slated roof are perished and have received a coat of liquid sealer.	Renew valley gutter/flashings.		Agreed			
5.03	Pt.4, Clause 5	Buddleia, vegetation and moss growth to parapet wall.	Remove all moss and vegetation, make good stonework as necessary and repoint as necessary.		Agreed			
5.04	Pt.4, Clause 5	Timber framed sash and case window to wall at west end of roof is aged and deteriorating.	Overhaul window, leaving in functional order and renew all cracked/loose/missing putties to glazing. Renew pointing around window openings.		Agreed			
5.05	Pt.4, Clause 8.2	Tenant to redecorate every five years. Paintwork to window and security bars over in poor	Re-paint window and security bars.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		condition.						
5.06	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint cast iron soil vent stack leading up through felt-covered roof at east end.		Agreed			
6.00	<u>FRONT ELEVATION</u>							
6.01	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint 2 Nr cast iron downpipes at south end of elevation.					
6.02	Pt.4, Clause 5	Stone cornice above southmost ground floor window opening has been repaired with a cement repair and this repair has fallen off along one length. Smaller areas of erosion noted to underside of stone cornices to other 3 Nr window/door	Hack off all loose stonework and apply Lithomex or equal approved stone restoration mortar repair.					

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
		openings.						
6.03	Pt.4, Clause 5	Numerous fixing holes and raw/plugs to stonework above and around projecting Ladbroke's signage.	Remove all raw/plugs and fill holes with Lithomex or equal approved stone restoration mortar.					
6.04	Pt.4, Clause 5	Vegetation, moss growth, litter and debris to bottom of elevation.	Remove vegetation, moss, litter and debris.					
6.05	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint steel framing to mesh cages around floodlights at ground level.					
6.06	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint steel balustrading and lighting column at north end of elevation. (Remaining balustrading and					

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
			lighting columns have just been repainted).					
6.07	Pt.4, Clause 5	Stonework eroding to stone beam immediately above columns supporting central portico and also to bottom of columns and to bottom of pediments supporting columns.	Carry out Lithomex or equal approved stone restoration mortar repairs.					
6.08	Pt.4, Clause 5	Numerous fixing holes to stonework around and to both sides of Ladbroke's sign to portico.	Fill all fixing holes with Lithomex or equal approved stone restoration mortar.					
6.09	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint 2 Nr metal foot scrapers at sides of main entrance door.					
6.10	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Redecorate main entrance door and facings.					

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
6.11	Pt.4, Clause 8.2	Pointing between timber facings and stonework to main entrance door missing (very minor residual pointing seen at bottom of north facing).	Apply suitable traditional sealant.					
6.12	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint plaster soffit to underside of portico at main entrance.					
7.00	<u>NORTH ELEVATION, OVERLOOKING HORSE WYND</u>							
7.01	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint all previously decorated surfaces, including windows, security bars over window opening, cast iron downpipes, two sets of railings and side door with facings.		Agreed (non common area only)			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
7.02	Pt.4, Clause 5	Missing sealant between timber facings and stonework to door.	Apply new traditional sealant.					
7.03	Pt.4, Clause 5	Graffiti staining to stonework to either side of door opening.	Remove graffiti staining.					
7.04	Pt.4, Clause 5	Hole has been cut through bottom of cast iron downpipe and there is effluent around hole, as well as shrub growth.	Clear choke to downpipe/underground drainage as necessary, remove effluent and vegetation.					
7.05	Pt.4, Clause 5	Loose scaling stonework above east-facing ground floor window opening.	Brush off loose scaling stonework.					
7.06	Pt.4, Clause 5	Loose scaling stonework to high level to main part of elevation.	Remove loose scaling stonework.		Agreed			
7.07	Pt.4, Clause 5	Heavy moss and vegetation growth to stonework, full height, leading from overflow to choked	Remove all moss and vegetation growth upon completion of repairs to		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		parapet gutter to rear roof.	gutter.					
7.08	Pt.4, Clause 5	Three areas of buddleia growth to high level stonework to rear building.	Remove buddleia growth, apply stump killer if necessary, make good stonework and re-point as necessary.		Agreed			
7.09	Pt.4, Clause 5	Pointing to bottom of walls is in poor condition.	Rake out and re-point stonework as necessary.		Agreed			
8.00	<u>REAR (EAST) ELEVATION</u>							
8.01	Pt.4, Clause 5	Moss growth and buddleia growth to parapet wall.	Remove moss growth and buddleia growth.		Agreed			
8.02	Pt.4, Clause 8.2	Tenant to redecorate every five years.	Re-paint all previously decorated surfaces, including windows, security bars over window openings, fire exit door, cast iron downpipes,		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED
					BREACH AND REMEDY	COST (£)	
			cast iron soil vent stacks etc.				
8.03	Pt.4, Clause 5	Pointing to stonework deteriorating in areas, particularly towards south end.	Re-point stonework as necessary, with lime mortar.				
8.04	Pt.4, Clause 5	Galvanised metal boiler flue - part of flue is missing.	Replace missing part of flue.		Agreed		
8.05	Pt.4, Clause 5	Security harness bolts present.	Provide landlord with copy of annual testing certificate.		Agreed		
8.06	Pt.4, Clause 5	Sealant around fire exit door opening is missing.	Renew with traditional sealant.		Agreed		
8.07	Pt.4, Clause 5	Pointing around window openings is deteriorating and generally cracked.	Renew pointing with traditional sealant.		Agreed		
8.08	Pt.4, Clause 5	Hole in cast iron waste pipe leading from ground floor level above air conditioning condenser	Repair as necessary.		Agreed		

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		units.						
8.09	Pt.4, Clause 5	Obsolete circular core through stonework adjacent to second ground floor window opening from north.	Fill with Lithomex or equal approved stone restoration mortar.		Agreed			
8.10	Pt.4, Clause 5	Timber framed sliding sash and case windows aged.	Thoroughly overhaul and ease windows, leaving in full functional order.		Agreed			
	<u>INTERNALS</u>							
		<i>Room numbers correlate with the attached floor plan.</i>						
9.00	<u>ROOM 1</u>							
9.01	Pt.4, Clause 5	Damp staining to southeast corner of ceiling and to small area to north of this area, as well as to cornicing at southeast	Apply coat of damp sealer and touch up paint.		Agreed			

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ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		corner.						
9.02	Pt.4, Clause 5	Cardboard has been taped over fireplace and there is evidence of soot fall.	Sweep flue, removing all debris and soot.		Agreed			
9.03	Pt.4, Clause 5	Window has been fixed shut.	Release window and leave in functional order.					
10.00	<u>ROOM 2</u>							
10.01	Pt.4, Clause 5	Window has been fixed shut.	Release window and leave in functional order.		Agreed			
11.00	<u>ROOM 3</u>							
11.01	Pt.4, Clause 5	Window has been fixed shut.	Release window and leave in functional order.		Agreed			
12.00	<u>MAIN BANKING</u>							

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		<u>HALL</u>						
12.01	Pt.4, Clause 5	Extensive cracking to plasterwork to ceiling rose to crown of dome.	Tenant to check plasterwork on a regular basis to ensure that there is no loose plasterwork, ready to fall.		Agreed			
12.02	Pt.4, Clause 5	Door leading to Room 4 is heavily surface-damaged at bottom of door.	Sand down, fill various dents and redecorate door. Include for re-painting heavily scraped timber panelling to both sides of door within corridor.		Agreed			
12.03	Pt.4, Clause 5	Door leading to Room 4 - hinges are very noisy.	Oil hinges.		Agreed			
13.00	<u>PUBLIC TOILET CORRIDOR</u>							

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		COST (£)	AGREED
					BREACH	AND REMEDY		
13.01	Pt.4, Clause 5	Damp staining and high moisture readings recorded to plasterwork to external wall - assumed to be the result of leaking external downpipe.	Upon completion of clearing external downpipe/ underground drainage, apply damp sealer and re-paint wall.		Agreed			
14.00	<u>ROOM 5</u>							
	Pt.4, Clause 5	Tarpaulin has been fitted below ceiling to collect rainwater - it appears that choked gutter has now been cleared.	N/A - Reinstatement works are now complete.		Agreed			
15.00	<u>STAIRWELL</u>							
15.01	Pt.4, Clause 8.1	Tenant to redecorate every five years - decoration is in very poor condition and has not been painted for many years.	Redecorate all previously decorated surfaces.		Agreed			
15.02	Pt.4, Clause 5	Carpet/vinyl flooring and aluminium nosings have been removed from stair leading up to	Replace carpet/vinyl and aluminium nosings.		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		first floor.						
15.03	Pt.4, Clause 5	Missing sash cords and broken catch to ground floor window. Upper window is in need of overhaul and easing.	Overhaul and ease windows, repair missing sash cords and broken catch.		Agreed			
16.00	<u>FIRST FLOOR</u> <u>GENERALLY</u>							
16.01	Pt.4, Clause 8.1	Tenant to redecorate every five years. Decoration is in poor condition.	Redecorate all previously decorated surfaces throughout.		Agreed			
16.02	Pt.4, Clause 5	Part of nightlatch to entrance door is missing.	Renew nightlatch.		Agreed			
16.03	Pt.4, Clause 5	1 Nr knob handle to entrance door has fallen off and other handle is missing.	Replace as necessary.		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
16.04	Pt.4, Clause 5	Missing handles to both corridor cupboard doors.	Replace missing handles.		Agreed			
16.05	Pt.4, Clause 5	Kitchen sink units, worktop and sink have been stripped out from Room 6.	Re-sheet and make good wall areas and cut back waste pipe and supply pipes to below floor level (leave for future use). Ensure functional order of old copper hot water cylinder.		Agreed			
16.06	Pt.4, Clause 5	Copper water supply pipe feeding hot water cylinder within Room 6 has dislodged from wall within store cupboard.	Re-fix supply pipe		Agreed			
16.07	Pt.4, Clause 5	General debris and stored articles throughout.	Remove all debris and stored articles.		Agreed			
16.08	Pt.4, Clause 5	Broken glass pane to window between hall cupboard and stairwell.	Renew broken glass pane.		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
16.09	Pt.4, Clause 5	Windows generally in need of easing and overhaul.	Ease and overhaul windows.		Agreed			
16.10	Pt.4, Clause 5	Shower room heavily affected by water ingress around skylight.	Renew rotten woodwork around skylight, renew all damaged/deteriorating plasterwork, remove polystyrene ceiling tiles from ceiling and renew plasterwork. <u>Remove</u> shower cubicle and electric shower unit, thoroughly clean sanitaryware and <u>renew</u> dislodged/soiled/damaged WC seat and cover. Reposition wc suite and whb on removal of shower unit (Note: only alternative is to renew shower cubicle and shower). Repair/renew wall-mounted extract fan.		Agreed to remove			

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
16.11	Pt.4, Clause 5	Dampness to north external wall, at northwest corner of first floor, as a result of leaking parapet gutter above.	Upon completion of remedial works to choked gutter/downpipe, remove wallpaper, renew plasterwork as necessary.		Agreed			
16.12	Pt.4, Clause 5	Electric storage heaters are dated.	Check and ensure functional order. Renew as necessary.		Agreed			
16.13	Pt.4, Clause 5	Area of dampness to corridor ceiling, with collapsing paper linings, has deteriorating plasterwork.	Cut out and renew plasterwork as necessary and re-paper.		Agreed			
16.14	Pt.4, Clause 5	Roof void hatch below Georgian-wired rooflight within corridor is not accessible due to screw-fixed grille. Suspected beetle infestation and potential decay to roof timbers.	Obtain timber specialist report and carry out all recommendations.		Agreed			

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
17.00	<u>LOWER GROUND FLOOR GENERALLY</u>							
17.01	Pt.4, Clause 8.1	Tenant to redecorate every five years. Decoration is in extremely poor condition and has not been painted in many years.	Redecorate all previously decorated surfaces.		Agreed			
17.02	Pt.4, Clause 5	Heavy rising dampness throughout.	Inject damp proof course and renew all damaged plasterwork.		Not agreed. Remove damaged plaster only.			

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED
					BREACH AND REMEDY	COST (£)	
17.03	Pt.4, Clause 5	Central heating boiler has been decommissioned and is now obsolete. Tenant has installed its own VRV within Banking Hall and there are oil-filled tubular heaters within toilets and an electric heater within the staff room, as well as electric night storage heating within the first floor accommodation. However, original cast iron radiators remain within the main Banking Hall and within the front ground floor rooms, some of which have had the original radiators renewed with pressed steel radiators.	Renew boiler and all associated plant, leaving radiators in functional order.		Not agreed. Remove any loose or displaced pipework and leave tidy until end of lease.		
17.04	Pt.4, Clause 5	Electrical control panel in boiler room for mechanical ventilation has been cut off and ripped out.	Renew and ensure functional order of all mechanical ventilation.		Not Agreed. Remove old defective controls and make safe.		

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED
					BREACH AND REMEDY	COST (£)	
17.05	Pt.4, Clause 5	Doors are aged and in need of overhaul. Door to southeast room adjacent to rear fire exit door is locked shut and there is no key available.	Overhaul doors, leaving in full functional order and replace locks as necessary.		Agreed		
17.06	Pt.4, Clause 5	Original fire alarm installation has been renewed with newer fire alarm installation but this newer fire alarm installation has been decommissioned and has various missing/damaged components, as well as cut cables.	Renew fire alarm installation.		The condition of the existing fire alarm installation is being investigated with a view to it being either replaced or repaired.		
17.07	Pt.4, Clause 5	Old wiring, missing light switches, missing light fittings etc.	Re-wire and renew light fittings.		We will have this checked by an electrician and will replace all defective wiring or switches		
17.08	Pt.4, Clause 5	Heavy soot fall within fireplace	Sweep flue, removing all		Agreed		

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
		to southeast room.	debris.					
17.09	Pt.4, Clause 5	General debris and stored articles throughout.	Remove debris and stored articles (except for 2 Nr original doors within boiler room).		Agreed			
17.10	Pt.4, Clause 5	Plywood sheeting over window opening to southeast room and hole has been cut through glass to window.	Remove plywood sheeting and replace holed glass.		Agreed			
18.00	<u>GENERAL ITEMS</u>							

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
18.01	Pt.4, Clause 4		Provide certificate from NICEIC registered Electrician confirming test and making good of defects to fixed electrical installation. has been carried out within last 5 years, in accordance with the British Standard 7671:2001 AMD 2002 Requirements for Electrical Installations (IEE Regulations, 17th Edition), as amended. If no certificate exists, inspect and test entire electrical installation throughout, including alarm installations and provide full report thereon. Landlord to be provided with copy of the report and all recommendations therein to be carried out in their full extent and to current		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
			Regulations. Include for removing all redundant wiring, conduit, sockets etc. All loose and exposed wiring to be made good and all removed light fittings to be reinstated. Provide Certificate of Compliance on completion.					
18.02	Pt.4, Clause 5		Thoroughly overhaul and check plumbing, heating and drainage installations ensuring that all pipework, valves, washers, wastes and traps are free, clear and in full working order.		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	
18.03	Pt.4, Clause 5		Thoroughly clean down all surfaces internally and externally including all sanitary ware etc. leaving in a clean and tidy condition. Include for removing all litter, debris and stored articles throughout.		Agreed			
18.04	Pt.4, Clause 5		Overhaul, ease and repair as necessary all doors and windows, ensuring functional order, and replacing all decayed timbers. Include for replacing all defective and soiled ironmongery, including handles, locks, door closers, kickplates, fingerplates, window catches/fingerpulls, missing/broken sashcords		Agreed			

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH AND REMEDY	COST (£)	COST (£)	COST (£)
			etc.					
18.05	Pt.4, Clause 4		Inspect, test and replace all glazing to doors and windows contravening the Health and Safety (Workplace) Regulations 1992 - Regulation 14 for Impact Resistance - and etch all new glazing to indicate compliance.		Agreed			

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS	AGREED	
						BREACH AND REMEDY	COST (£)
18.06	Pt.4, Clause 4		Ensure a fire risk assessment is carried out in accordance with the Fire (Scotland) Act 2005. Provide a copy of findings to Landlord and implement all necessary measures. (Note: It is considered that emergency lighting, fire escape signs and fire extinguishers should be provided and a fire alarm installation should be considered).		Agreed		
18.07	Pt.4, Clause 4		Provide Landlord with copy of Asbestos Register in accordance with Regulation 4 of the Control of Asbestos Regulations 2012.		Agreed		

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
18.08	Pt.4, Clause 4		Provide Landlord with copy of Inspection Certificate for air conditioning in accordance with Energy Performance of Buildings Legislation (Statutory Instrument 2007 991), for all air conditioning systems larger than 12KW.		The system is below 12kW			
18.09	-		Carry out all necessary works required to comply with the terms of the lease whether mentioned specifically herein or not.					

*[Signature]*

Ladbrokes Betting & Gaming Limited  
Done Brothers (Cash Betting) Limited  
Malcolm Campbell Limited

# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
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18.09	-		Carry out all necessary works required to comply with the terms of the lease whether mentioned specifically herein or not.					

Ladbrokes Betting & Gaming Limited

Done Brothers (Cash Betting) Limited

Malcolm Campbell Limited

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# Registers of Scotland

ITEM	LEASE CLAUSE	BREACH	REMEDIAL WORKS	COST (£)	TENANT'S COMMENTS		AGREED	
					BREACH	AND REMEDY	COST (£)	COST (£)
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18.09			Carry out all necessary works required to comply with the terms of the lease whether mentioned specifically herein or not.					

Ladbrokes Betting & Gaming Limited  
 Done Brothers (Cash Betting) Limited  
 Malcolm Campbell Limited

*And by the*

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.

*EL*

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