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AT EDINBURGH the Ninth day of January
Nineteen hundred and eighty nine 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

BRITISH AEROSPACE PENSION FUNDS TRUSTEES
LIMITED, incorporated under the
Companies Acts and having its Registered
Office at Eleven Strand, London (who,
and whose successors in the ownership of
the premises aftermentioned are
hereinafter referred to as "the
Landlord")

and

WOOLWORTHS public limited company
incorporated under the Companies Acts
and having its Registered Office at
Woolworth House, Two hundred and forty
two/Two hundred and forty six Marylebone
Road, London (who and whose successors
in the right of occupancy under this
Lease are hereinafter referred to as
"the Tenant" which expression shall
where the context so requires or admits
include permitted assignees and
sub-tenants)

10- The Landlord HEREBY LEASES to the Tenant the Premises hereinafter
defined, on the following terms and conditions:-

1. DEFINITIONS

In this Lease unless the context otherwise requires the
following expressions shall have the following meanings:-

"the Term" means the term of years granted by this Lease;

"this Lease" means this Lease and any document which is made
supplemental hereto or which is entered into pursuant to or in
accordance with the terms hereof;

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"the Premises" means the subjects described in Part I of the Schedule aftermentioned and each and every part of the same and all the pertinents belonging to it together with all buildings erected on it now or after the date of this Lease and together also with all additions, alterations and improvements which may be carried out during the Term and all Landlord's fixtures and fittings from time to time in and about the same including (but without prejudice to the generality of the same) all (if any) lifts and lift machinery, boilers, central heating and air conditioning plant, electrical and mechanical plant, machinery, equipment and apparatus and water and sanitary apparatus and all Conduits in, under or over or serving only the Premises save those of statutory undertakers;

"Adjoining Property" means any land and/or buildings adjoining the Premises;

"the Insured Risks" means fire, storm, tempest, flood, earthquake, lightning, explosion, aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom, riot and civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and impact and such other normal commercial risks as the Tenant may from time to time determine, subject to such exclusions, excesses and limitations as may be imposed by the insurers (which shall be advised to the Landlord as soon as reasonably possible after such imposition);

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"Conduits" means all sewers, drains, pipes, gulleys, gutters, ducts, flues, watercourses, channels, subways, wires, cables and other conducting media of whatsoever nature;

"Utilities" means water, soil, gas, steam, air, electricity, telephone, radio, television, telegraphic and other services and supplies of whatsoever nature;

"the Planning Acts" means the Town and Country Planning (Scotland) Acts 1972 to 1977 and any subsequent amending legislation;

"Interest" means interest at the rate of 2 per centum per annum above the Base Rate for the time being of National Westminster Bank PLC or, in the event of National Westminster Bank PLC ceasing to publish a Base Rate, such other rate of interest as is reasonably equivalent to that hereinbefore specified;

"the Schedule" means the Schedule annexed and signed as relative to this Lease (which forms part of this Lease);

"the Guarantor" means any person who may hereafter act as guarantor for performance of the covenants on the part of the party or parties in right of the interest of the Tenant under this Lease.

2. INTERPRETATION

- 2.1 In this Lease, unless there is something in the subject or context inconsistent with the same:-

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- 2.1.1 where two or more persons are included in the expression "the Tenant" or "the Guarantor", the covenants contained in this Lease which are expressed to be made by the Tenant or the Guarantor respectively shall be deemed to be made by such persons jointly and severally without the necessity of discussing them in their order;
- 2.1.2 words importing persons shall include firms, partnerships, companies and corporations and vice versa;
- 2.1.3 any covenant not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done;
- 2.1.4 any reference to a statute (whether or not specifically named in this Lease) shall include any amendment or re-enactment of the same for the time being in force and shall include all instruments, orders, notices, plans, regulations, bye-laws, permissions and directions for the time being properly made, issued or given under or deriving validity from the same;
- 2.2 The clause headings in this Lease are for reference only and shall not affect its construction.
3. TERM/EXISTING SUB-LEASES
- (a) This Lease shall commence on Twenty first September Nineteen hundred and eighty eight (which is the date of entry hereunder) and shall continue until the Twentieth September Two thousand and thirteen and during the Term

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the Tenant shall pay to the Landlord rent at the annual rate specified in Part II of the Schedule or such other sum as may be determined after review in terms of this Lease. The rent shall be paid by the Tenant to the Landlord without any deduction whatsoever, by equal payments in advance at the term days of Twenty fifth March, Twenty fourth ~~June~~, Twenty ninth September and Twenty fifth December in each year. The first payment of rent shall become due and payable on the date of entry and shall be a proportionate payment for the period from the date of entry to the day immediately preceding the next succeeding term day and the next quarterly payment of the rent shall become due and payable at the said next succeeding term day for the succeeding quarter and so forth quarterly, termly and proportionally thereafter during the term of this Lease.

- (b) This Lease is granted subject to and where applicable with the benefit of the lease or leases (if any) briefly described in Part III of the Schedule.
- (c) All reasonable costs, charges and expenses which the Landlord may from time to time properly incur in connection with or in procuring the remedying of any breach of any of the covenants on the part of the Tenant contained in this Lease (which breach of covenant has not

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been remedied within a reasonable time of the Landlord serving written notice on the Tenant of such breach) shall be paid by the Tenant such moneys to be paid to the Landlord within twenty eight days of demand.

- (d) The premiums incurred by the Landlord in respect of the insurance of the Premises undertaken by the Landlord in terms of Clause 6.1 shall be reimbursed by the Tenant to the Landlord on demand.

4. TENANT'S COVENANTS

The Tenant HEREBY COVENANTS with the Landlord as follows:-

4.1 Rents/Insurance Premiums

To pay the said rents and insurance premiums at the times and in the manner previously stipulated.

4.2 To pay interest on overdue moneys

Without prejudice to any other right, remedy or power herein contained in this Lease or otherwise available to the Landlord, if any of the said rents (whether formally demanded or not), insurance premiums or any other sum of money payable to the Landlord by the Tenant under this Lease shall remain unpaid for more than twenty one days after the date upon which the same became due, to pay Interest on such sum from and including the date when the same became due, until, but not including, the date on which payment thereof is received (as well after as before any judgment).

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4.3 Outgoings

To pay and discharge all existing and future rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which now are or may at any time during the Term be charged, levied, rated, assessed or imposed upon or payable in respect of the Premises or upon the owner or occupier in respect thereof, save (i) such as shall be occasioned by any dealing with the Landlord's or any intermediate interest in the Premises or the Landlord's or any intermediate reversionary interest under this Lease and (ii) such as are of a capital or non-recurring nature.

4.4 Repairs

From time to time and at all times during the Term well and substantially to repair, maintain, cleanse and keep in good and substantial repair and condition the whole of the Premises and every part thereof and as often as may be necessary to renew any of the Landlord's fixtures and fittings in the Premises or at the discretion of the Tenant to substitute new ones of equivalent quality and value to the reasonable satisfaction of the Landlord. Declaring, however, that there will be excepted from the Tenant's obligations in terms of this Clause the responsibility for making good any damage caused by any of the risks insured against by the Landlord in terms of Clause 6.1,

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save to the extent that the policy proceeds are refused by virtue of any act, default or neglect on the part of the Tenant, its servants, agents, licensees, sub-tenants or on the part of any other person for whom the Tenant is legally responsible.

4.5 External decorations

In every third year of the Term and also during the last year of the Term (whether determined by effluxion of time or otherwise but not more than once in any period of eighteen months) in a proper and workmanlike manner to prepare and paint (with two coats at least of good quality paint) decorate or otherwise treat as appropriate all outside wood, metal, stucco and cement work and other external parts of the Premises required to be so treated and as often as may be reasonably necessary to wash down, clean, restore, repoint and make good the brickwork and outside stucco and stonework, all such works to be carried out to the reasonable satisfaction of the Landlord.

4.6 Internal decorations

In every fifth year of the Term and also in the last three months of the last year of the Term (whether determined by effluxion of time or otherwise but not more than once in any period of eighteen months) in a proper and workmanlike manner to prepare and paint (with two coats at least of good quality

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paint) decorate or otherwise treat as appropriate all interior parts of the Premises required to be so treated and as often as may be reasonably necessary to wash down all tiles, glazed bricks and similar washable surfaces.

4.7 Cleaning

To keep the Premises in a clean and tidy condition.

4.8 Common facilities

To pay and contribute to the Landlord within twenty eight days of demand a reasonable proportion of the costs, charges, fees and expenses properly expended or incurred by the Landlord in repairing, maintaining, decorating, cleansing and lighting as the case may be any roads, ways, forecourts, passages, pavements, Conduits, common or mutual walls or other structures, conveniences and facilities whatsoever which may belong to and be enjoyed by the Premises in common with any Adjoining Property.

4.9 To remove at termination

(a) Immediately prior to the expiration or sooner determination of the Term at the cost of the Tenant:-

- (1) to repair any of the landlord's fixtures and fittings which shall be missing, broken, damaged or destroyed or (where appropriate) to replace the same with new ones of equivalent quality and value or (at the option of the Tenant) to pay to or

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reimburse the Landlord with the reasonable cost of replacing any of the same;

(ii) to remove from the Premises any fascia, moulding, sign, writing or painting of the name or business of the Tenant or other occupiers and all tenant's fixtures and fittings, furniture and effects and to make good all damage caused to the Premises by such removal;

(iii) if reasonably so required by the Landlord but not otherwise to remove and make good all alterations or additions made to the Premises during the Term and well and substantially to reinstate the Premises in such manner as the Landlord shall reasonably direct and to its reasonable satisfaction.

(b) At the expiration or sooner determination of the Term quietly to vacate and hand back the Premises to the Landlord in such good and substantial repair and condition as shall be in accordance with the covenants on the part of the Tenant herein contained.

4.10 Entry by Landlord and others

To permit the Landlord and its agents or surveyors with or without workmen and all persons authorised by the Landlord with all necessary materials and appliances at all reasonable times

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during the Term by reasonable prior arrangement with the Tenant (or without notice in case of emergency) to enter upon the Premises for any of the following purposes:-

- (a) to view and examine the state and condition of the Premises;
- (b) to take schedules or inventories of the landlord's fixtures and fittings.

4.11 To comply with notices to repair

To repair and make good to the reasonable satisfaction of the Landlord all defects, wants of repair and breaches of covenant of which notice in writing shall be given to the Tenant by the Landlord and for which the Tenant is liable under this Lease and if the Tenant shall fail within twenty eight (28) days of such notice (or as soon as reasonably possible in case of emergency) to commence and then diligently and expeditiously to continue to comply with such notice in all respects, it shall be lawful (but without prejudice to the right of re-entry and irritancy hereinafter contained) for the Landlord and its agents, surveyors and workmen to enter upon the Premises and to carry out all or any of the works referred to in such notice and the reasonable cost of so doing and all reasonable expenses properly incurred thereby shall be paid by the Tenant to the Landlord on demand.

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4.12 Dangerous materials

Not to keep in the Premises any article or thing which is or might become dangerous, radio-active or explosive or abnormally combustible or abnormally inflammable or which might attack or in any way injure the Premises by percolation, corrosion or otherwise except in properly safe containers and/or areas of the Premises.

4.13 Overloading floors and services

- (a) Not to do anything on the Premises which may throw on the Premises any weight or strain in excess of that which such premises are calculated to bear with due margin for safety;
- (b) Not to overload the floors of the Premises or the Conduits in or to the Premises nor to suspend any excessive weight from the roof, ceilings, walls or stanchions or other structural parts of the Premises;
- (c) To observe the weight limits prescribed for all lifts in the Premises (if any).

4.14 Sewers and drains

Not to pass into the Conduits serving the Premises or any Adjoining Property any noxious or deleterious effluent or substance whatsoever which might be or become a source of danger or which might cause an obstruction in or injury to the Conduits or the Premises or any Adjoining Property.

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4.15 Prohibited uses

- (a) Not to use the Premises or any part thereof for any public or political meeting nor for any dangerous, noisy, noxious or offensive trade, business, manufacture or occupation whatsoever nor for any illegal or immoral purpose nor for residential or sleeping purposes;
- (b) Not to use the Premises or any part thereof for gambling, betting, gaming or wagering or as a betting office or as a club and not to hold any auction on the Premises.

4.16 User

Not to use the Premises or any part thereof otherwise than as a retail shop or retail shops within the meaning of Class 1. of the Schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1973 and ancillary purposes.

4.17 Nuisance

Not to do anything in or about or in connection with the Premises which causes nuisance or damage to the Landlord or the owners, tenants or occupiers of any Adjoining Property.

4.18 Alterations

- (a) Not without the consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed):
 - (1) to cut, main, injure or remove any of the principal or load-bearing walls, floors, beams or columns of the Premises;

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- (ii) to make any other alterations or additions of a structural nature to the Premises.
- (b) Within one month of effecting any material alteration to the Premises not requiring consent under sub-clause (a) of this clause to provide the Landlord with sufficient details of such alteration.

4.19 Encroachments and wayleaves

- (a) Not to permit or suffer any new window, light, opening, doorway, passage, Conduit, servitude right, wayleave or other encroachment to be made into, against, upon or over the Premises or any part thereof and in case any person shall attempt to make or acquire any such encroachment whatsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant and to permit the Landlord and its agents upon reasonable prior notice to enter upon the Premises at all reasonable times to ascertain the nature and extent of any such encroachment and at the request and cost of the Landlord to adopt such means as may be reasonably required by the Landlord for preventing any such encroachment or the acquisition of any such servitude right, wayleave or others.
- (b) Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the

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windows or openings in the Premises by virtue of the consent of such third party, nor to pay to such third party any sum of money, nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any of such windows or openings and, in the event of any of the owners or occupiers of any Adjoining Property doing or threatening to do anything which obstructs the access of light to any of the said windows or openings, forthwith to notify the Landlord of the same as soon as the same shall come to the notice of the Tenant.

4.20 Alienation

Parting with possession etc.

- (a) Not to part with or share possession or occupation of the whole or any part or parts of the Premises except as permitted by this sub-clause.

Assignations of part

- (b) Not to assign any part or parts of this Lease as distinct from the whole.

Sub-lettings

- (c) Neither the Tenant nor any person deriving title under the Tenant (including any sub-tenant, whether immediate or not) shall sub-let the whole or any part of the

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Premises except where the following conditions are fulfilled:-

- (i) Every sub-lease shall be granted subject to the covenants on the part of the Tenant (other than the covenant to pay the rents hereby reserved) and the conditions and provisions contained in this Lease (in so far, in the case of a sub-letting of part, as the same are applicable to and appropriate in respect of the part in question);
- (ii) Every sub-lease shall be granted at a rent which is not less than the open market rental value of the Premises or the part thereof to which the sub-lease relates for the time being obtainable (on the basis that the Tenant does not take any fine or premium);
- (iii) The rent reserved by any sub-lease shall not be commuted or be payable more than one quarter in advance and shall be subject to review in an upwards direction only.

Consent of the Landlord

- (d) Without prejudice to or in any way derogating from the foregoing covenants, neither the Tenant nor any person deriving title under the Tenant (including any sub-tenant whether immediate or not) shall without the consent in writing of the Landlord:

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- (i) assign this Lease as a whole; or
- (ii) sub-let the Premises or any part thereof.

The foregoing consent in writing of the Landlord shall not be unreasonably withheld in the case of

- (i) a proposed assignation to a respectable and responsible retail company which operates branches throughout the United Kingdom, is of sound financial standing and is demonstrably capable of fulfilling the tenant's obligations under this Lease and
- (ii) a proposed Sub-Letting to a respectable and responsible sub-tenant of sound financial standing which is demonstrably capable of fulfilling the sub-tenant's obligations under the Sub-Lease.

Permitted Occupations, etc.

- (e) Provided that this sub-clause 4.20 shall not prevent the Tenant from parting with possession or sharing occupation of the whole or any part or parts of the Premises on a concession basis or in such other way that no relationship of landlord and tenant shall be created or be deemed to exist.

4.21 Registration of assignments, etc.

Within twenty eight (28) days of every assignation, sub-lease, assignation of sub-lease, mortgage, charge or parting with possession or sharing of occupation of or relating to the

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Premises, to produce to and leave with the Landlord or its Solicitors a certified copy of any Deed, instrument or other document evidencing or effecting the same and on each such production to pay to the Landlord or its Solicitors a reasonable registration fee being not less than Fifteen Pounds (£15.00).

4.22 Landlord's costs

To pay on demand to the Landlord all reasonable costs, charges and expenses properly incurred by the Landlord in relation to the Premises including (but without prejudice to the generality thereof) solicitors', architects' and surveyors' costs and fees:-

- (a) in connection with or in procuring the remedying of the breach of any covenant by the Tenant contained in this Lease; and
- (b) in relation to any application for consent required by this Lease whether or not the same is granted (except in cases where the Landlord is obliged not to withhold its consent unreasonably and the withholding of its consent is unreasonable) or the application is withdrawn.

4.23 Statutory requirements

- (a) At the Tenant's own expense to observe and comply in all respects with the provisions and requirements of the Offices, Shops and Railway Premises legislation, the

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legislation and other requirements relating to Fire Precautions the Health and Safety at Work legislation and every other statute already or hereafter to be passed or prescribed or required by any public, local or other authority so far as they relate to or affect the Premises or the use thereof for any purpose or the employment therein of any person or any fixture, machinery, plant or item for the time being affixed thereto or being thereupon or used for the purposes thereof;

- (b) To execute all works and provide and maintain all arrangements which by or under any statute or by any government department, local authority or other public authority or duly authorised officer or Court of competent jurisdiction acting under or in pursuance of any statute are or may be directed or required to be executed, provided or maintained upon or in respect of the Premises or in respect of any user thereof or the employment therein of any person or any fixture, machinery, plant or item and whether by the Landlord or the Tenant;
- (c) To indemnify and keep indemnified the Landlord against all costs, charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid;

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- (d) Not to do or omit to be done in or about the Premises any act or thing by reason of which the Landlord may under any statute incur or have been imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses;
- (e) To pay to the Landlord upon demand a reasonable proportion of all reasonable costs, charges and expenses (including surveyors', architects' and other professional advisers' fees) properly incurred by the Landlord of or incidental to (i) complying with all provisions and requirements of any statute or prescribed or required by any public, local or other authority as aforesaid and (ii) executing all works and providing all arrangements which may be directed or required as aforesaid in so far (in either case) as the same relate to any premises used or enjoyed by the Tenant in common with any other person or persons.

4.24 Planning

- (a) To comply in all respects with the Planning Acts in so far as the same relate to the Premises and to keep the Landlord indemnified in respect thereof;
- (b) As often as may be necessary, at the expense of the Tenant, to obtain all licences, consents and permissions which may be required for the carrying out by the Tenant

of any operations on the Premises or the commencement, continuation or renewal by the Tenant of any use thereof which may constitute development within the meaning of the Planning Acts and not to carry out any such development without the written consent of the Landlord PROVIDED that such consent shall not be unreasonably withheld where the Landlord is not otherwise in terms of this Lease entitled to withhold its consent unreasonably to the development in question;

- (c) To pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out by the Tenant of any of its operations on the Premises or the institution or continuation by the Tenant of any use thereon which may constitute development within the meaning of the Planning Acts;
- (d) Notwithstanding any consent which may be granted by the Landlord under this Lease, not to carry out or make any alteration or addition to the Premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by or for which the consent of the Landlord is required to be obtained under this Lease and for which a planning permission needs to be obtained) before a planning permission therefor has been produced to the Landlord and acknowledged by it in writing as

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satisfactory to it (such acknowledgement not to be unreasonably withheld or delayed);

- (e) Unless the Landlord shall otherwise direct, to carry out, before the expiration or sooner determination of the Term, any works stipulated to be carried out to the Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted to and acted upon by the Tenant;
- (f) If and when called upon so to do, to produce to the Landlord all plans, documents and other evidence which the Landlord may reasonably require in order to satisfy itself that the provisions of this sub-clause have been complied with in all respects.

4.25 Statutory notices

Within twenty eight (28) days (or sooner if requisite having regard to the requirements of the notice in question or the time limits stated therein) of the receipt of notice of the same to produce to the Landlord a true copy and any further particulars required by the Landlord of any permission, notice or order or proposal for a notice or order relevant to the Premises or to the use or condition thereof or otherwise concerning the Tenant made, given or issued to the Tenant or occupier by any government department or local or public

authority and without delay to take all reasonable or necessary steps to comply therewith so far as the same is the responsibility of the Tenant and also at the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice, order or proposal as aforesaid as the Landlord shall reasonably deem expedient.

4.26 Fire precautions and equipment

- (a) To comply with all proper requirements from time to time of the appropriate authority and the insurers of the Premises in relation to fire precautions affecting the Premises;
- (b) To keep the Premises sufficiently supplied and equipped with such fire fighting and extinguishing appliances as shall from time to time be properly required by any statute or by the fire or other competent authority or the insurers of the Premises and such appliances shall be open to inspection and shall be maintained to the satisfaction of the fire authority;
- (c) Not to obstruct the access to or means of working of any fire fighting and extinguishing appliances or the means of escape from the Premises in case of fire.

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4.27 To inform the Landlord of defects

As soon as reasonably possible after becoming aware of the same, to give written notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing so as to comply with the duty of care imposed on the Landlord pursuant to the Occupiers Liability (Scotland) Act 1960 and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed in respect thereof at the Premises.

4.28 Re-letting and sale notices

To permit the Landlord and its agents to affix and retain upon such part of the Premises (other than the shop-front and fascia thereof) as the Tenant shall agree (such agreement not to be unreasonably withheld):-

- (a) during the last six (6) months of the Term, a notice for re-letting the Premises;
- (b) at any time during the Term, a notice for selling the Landlord's interest in the Premises, provided that such notice shall specifically refer to the sale of the Landlord's interest in the Premises and shall not in any way imply a disposal of the Tenant's leasehold interest therein;

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and not to remove or obscure any such notice and to permit all persons authorised in writing by the Landlord or its agents to view the Premises in connection with such disposal by the Landlord at all reasonable hours in the daytime upon prior appointment having been made.

4.29 To indemnify the Landlord

To indemnify and keep indemnified the Landlord from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability in respect of any injury to any person or damage to any heritable or moveable property by reason of or arising in any way directly or indirectly out of the non-compliance by the Tenant with any of its obligations under this Lease.

4.30 Tax

Notwithstanding anything contained in this Lease, not to do on or in relation to the Premises or any part thereof any act, matter or thing (other than the payment of the rents hereby reserved) which shall render the Landlord liable for any tax, levy, duty, charge or imposition whatsoever (whether parliamentary, local, parochial or otherwise) and not to dispose of or deal with the Premises in such a way that the Landlord shall be or become liable for any such tax, levy, duty, charge or imposition as aforesaid nor to permit any such disposal or dealing unless (in any such case) the Tenant

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indemnifies the Landlord against any such liability in so far as the same cannot reasonably be avoided or mitigated.

4.31 Value Added Tax

In addition to the rents, charges, costs, fees and other payments which are payable in terms of this Lease by the Tenant to the Landlord or any person acting on the Landlord's behalf, to pay any value added tax which is or may from time to time become legally payable in respect thereof save insofar as any such payment is recoverable by the Landlord (by repayment or credit).

4.32 To observe covenants

To observe and perform the agreements, covenants, restrictions and stipulations contained or referred to in the Title Deeds to the Premises so far as the same are still subsisting and capable of taking effect and relate to the Premises and to keep the Landlord indemnified against all actions, proceedings, costs, claims and demands arising out of any breach of this Clause.

4.33 Signs

The Tenant shall not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld) paint, write, place, affix, attach or exhibit or permit or allow to be painted, written, placed, affixed, attached or exhibited any figure or letter or any pole, flag, signboard,

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advertisement, inscription, bill, placard or sign whatsoever on the exterior or in the windows of the Premises. Provided always that the Tenant may, notwithstanding the provisions of this Clause, erect their normal trading fascia and insignia provided that the same shall comply in all respects with the Town & Country Planning (Control of Advertisements) (Scotland) Regulations or any regulations amending or replacing them.

5. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant:-

5.1 Quiet enjoyment

That the Tenant paying the rents hereby reserved and performing and observing the covenants and agreements on the part of the Tenant herein contained shall and may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through, under or in trust for it or any other person successfully claiming ownership of the Premises.

5.2 As to exercise of rights of entry

That any rights of entry into the Premises reserved to or conferred on the Landlord or any other person shall be exercised so as to cause as little damage and disturbance as possible and that the Landlord will make good to the Tenant's reasonable satisfaction any damage or disturbance so caused.

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6. INSURANCE

The Landlord and the Tenant hereby covenant with each other as follows:-

6.1 Responsibility for insurance

The Landlord shall insure and keep insured with some insurance office or underwriters of repute (with the interests of the Tenant and such other persons as the Landlord or the Tenant may from time to time reasonably require noted on the policy or policies):

- (a) the Premises subject to the availability of insurance cover against any of the Insured Risks and subject to such exclusions, excesses and limitations as may be properly imposed by the insurers in the full reinstatement cost of the Premises or such higher amount as the Tenant may reasonably require against loss or damage by the Insured Risks including architects', surveyors' and other professional advisers' fees (including value added tax thereon) and expenses incidental thereto, the cost of shoring up, demolition and site clearance and similar expenses;
- (b) the loss of rent payable to the Landlord hereunder or reasonably estimated to be so payable for a period of not less than three (3) years;
- (c) property owner's liability, and third party risks.

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The Tenant shall insure and keep insured with some insurance office or underwriters of repute the plate glass in the Premises against breakage (except when insured by a sub-tenant).

6.2 Parties to produce evidence of insurance

At the request of the Tenant, the Landlord shall at reasonable intervals produce to the Tenant a copy of the policy or policies of the insurance specified in Clause 6.1 (a), (b) and (c) and all endorsements thereon and a copy of the receipt for the last premium or reasonable evidence from the insurers of the terms of the policy or policies and the fact that the policy or policies is/are subsisting and in effect. The Tenant shall be under a corresponding obligation in relation to the plate glass insurance.

6.3 Destruction of Premises

If the Premises or any part thereof shall be destroyed or damaged by any of the Insured Risks then this Lease shall not thereby be treated as at an end by operation of the concept of rei interitus or any other rule of law, and the Landlord shall use all reasonable endeavours to obtain any necessary planning consents and all other necessary licences, approvals and consents and subject thereto shall lay out the proceeds of such insurance (other than any in respect of loss of rent) in the rebuilding and reinstatement of the Premises or the part

thereof so destroyed or damaged in a good and substantial manner to the reasonable satisfaction of the Tenant and in case any such moneys shall be insufficient for that purpose the Landlord shall make up any such deficiency out of its own moneys declaring that the Tenant shall meet any such deficiency arising out of any excesses on the policy or policies covering the Premises to the extent that such excesses have been notified in writing to the Tenant and not reasonably objected to by them.

6.4 Frustration

- (a) If for any reason whatsoever the obligation by the Landlord to rebuild or reinstate the Premises is frustrated or becomes impossible of performance and such impossibility shall continue for a period of three (3) years from the date of such damage or destruction then either party may at any time thereafter by notice in writing given to the other determine this Lease without penalty but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant;
- (b) Upon any such determination the net proceeds of the insurance moneys (other than in respect of loss of rent) shall (subject to any claim on the insurance moneys by any sub-tenant, creditor or other third party) be

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apportioned between the Landlord and the Tenant in such manner as is fair and reasonable in all the circumstances.

6.5 Notice by Tenant

Forthwith upon the happening of any event or thing against which insurance has been effected the Tenant shall give notice thereof to the Landlord.

7. PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

7.1 Irritancy

If at any time during the currency of this Lease:-

- (a) the Tenant shall allow a quarter's rent payable to the Landlord in terms of this Lease to be in arrears for twenty eight (28) days (whether demanded or not) or shall in any other respect fail to comply with or shall contravene any of the Tenant's covenants or other provisions and restrictions herein contained or referred to in the title deeds relating to the Premises; or
- (b) in the case of the Tenant being an individual person, individual persons, a partnership or an unincorporated body on the insolvency or notour bankruptcy of any such person, persons, partnership or body; or

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(c) in the case of the Tenant being a company, on the appointment of any Administrator or Administrators, Receiver or Receivers or Administrative Receiver or Administrative Receivers in each case over any of its property or assets or on the liquidation, either compulsory or voluntary, of it (other than a voluntary liquidation for the purpose of reconstruction or amalgamation not involving inability on the part of such company to pay its debts);

then and in any of these events the Landlord may, at its option, by notice in writing, bring this Lease to an end without the necessity of any declarator, process of removal or other procedure at law, reserving nevertheless the Landlord's claim in respect of any antecedent breach of the Tenant's covenants in terms of this Lease; Provided always that in the case of the non-payment of rent or any other monetary sum or in the case of any other remediable breach, the Landlord shall not exercise its rights in terms of this clause to terminate this Lease until written notice shall have been served by the Landlord on the Tenant requiring the Tenant, in the case of the non-payment of rent or of any other monetary sum, to make payment thereof within a period of twenty eight (28) days and, in the case of any other remediable breach, to remedy the same within such period as the Landlord may prescribe (such period

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to be reasonable having regard to the nature of the breach and the remedial steps to be taken) and, in either event, the Tenant shall not have complied with the terms of any such notice.

7.2 No restrictions on dealing with Adjoining Property

Except as otherwise specifically provided in this Lease the Landlord and all persons authorised by it shall have power without requiring any consent from the Tenant to deal as it or they may think fit with any Adjoining Property and to erect or suffer to be erected thereon or on any part thereof any buildings or structures whatsoever and to make any alterations or additions and carry out any demolition or rebuilding whatsoever which it or they may think fit provided that the exercise of this right shall not materially adversely affect the use and enjoyment of the Premises by the Tenant.

7.3 No warranty as to permitted use

Nothing contained in this Lease shall imply or warrant that the Premises may be used for any of the purposes herein authorised under the Planning Acts and the Tenant hereby acknowledges and admits that the Landlord has not given or made at any time any representation or warranty that any such uses are or will be or will remain permitted uses under the Planning Acts and, that notwithstanding that any such uses as aforesaid might not be permitted uses under the Planning Acts, the Tenant shall remain

fully bound and liable to the Landlord in respect of the obligations undertaken by the Tenant in this Lease without being entitled to any compensation, recompense or relief of any kind whatsoever.

7.4 Notices

- (a) Any demand or notice required to be made, given to or served on any party hereunder shall be duly and validly made, given or served if addressed to such party and left at or sent by pre-paid registered or recorded delivery mail addressed to such party's address as given in this Lease or such other address as such party may have notified to the other party in writing or (in the case of a company) to its registered office;
- (b) Any demand or notice sent by mail shall be treated as having been served on the second working day after the day of posting.

8. RENT REVIEWS

8.1 Definitions

For the purpose of this Clause:-

- (A) "Review Date" means the Twenty fourth June in each of years Nineteen hundred and ninety three, Nineteen hundred and ninety eight, Two thousand and three and Two thousand and eight and the expression "Relevant Review Date" shall be construed accordingly;

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(B) "Open Market Rent" means the clear yearly rent at which the Premises might reasonably be expected to be let as a whole at the Relevant Review Date by a willing landlord to a willing tenant with vacant possession and without premium or any other consideration for the grant thereof for a period of years equal to the residue of the Term remaining at the Relevant Review Date or fifteen years whichever shall be the greater and otherwise on the same terms and conditions as are contained in this Lease (except as to the amount of the rent payable hereunder but including these provisions for the review of rent) and on the assumption (if not the fact) that at the Relevant Review Date:-

- (a) the Premises are suitable and fit for immediate occupation and use and are ready for the use permitted under the terms of this Lease;
- (b) the repairing and decorating obligations contained herein have been fully complied with;
- (c) no work has been carried out to the Premises by the Tenant or any sub-tenant during the Term which has diminished the rental value of the Premises;
- (d) if the Premises have been destroyed or damaged they have been fully rebuilt and reinstated;

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- (e) all the covenants on the part of the Tenant contained in this Lease have been fully performed and observed;

BUT there shall be disregarded:-

- (i) any effect on rent of the fact that the Tenant or any sub-tenant or their respective predecessors in title or any permitted occupier has or have been in occupation of the Premises or any part thereof;
- (ii) any goodwill attached to the Premises by reason of the business then carried on thereat by the Tenant or any sub-tenant or their respective predecessors in title or any permitted occupier;
- (iii) any increase in the rental value of the Premises attributable to the existence at the Relevant Review Date of any improvement to the Premises or any part thereof carried out after the date of this Lease otherwise than in pursuance of an obligation to the Landlord in terms of this Lease;
- (C) "Surveyor" means an independent chartered surveyor of not less than ten (10) years' standing being experienced in the valuation and leasing of property similar to and in the locality of the Premises appointed from time to time to determine the Open Market Rent pursuant to the provisions of this Clause;

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- (D) "the Chairman" means the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and shall include his duly appointed deputy or any person authorised by him to make appointments on his behalf;
- (E) "Rent Restrictions" means any restrictions imposed by any statute in force on a Relevant Review Date or on the date on which any increased rent is ascertained in accordance with this clause and which operate to impose any limitation whether in time or amount on the collection of an increase in the rent first hereby reserved or any part thereof or on the implementation of these provisions for rent review.

8.2 Upwards only rent review

The rent first hereby reserved shall be reviewed at each Relevant Review Date in accordance with the provisions of this clause and from and including each Relevant Review Date the rent shall be equal to the higher of either the rent payable immediately before the Relevant Review Date or the Open Market Rent on the Relevant Review Date agreed or determined as hereinafter provided.

8.3 Agreement or determination of the reviewed rent

The Open Market Rent at any Relevant Review Date may be agreed in writing at any time between the Landlord and the Tenant but

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if for any reason (whether through failure or omission to agree or negotiate or to initiate any negotiation) the Landlord and the Tenant have not so agreed then either the Landlord or the Tenant may (whether before or after the Relevant Review Date) by notice to the other party require the Open Market Rent to be determined by the Surveyor.

8.4 Appointment of Surveyor

In default of agreement between the Landlord and the Tenant on the appointment jointly of the Surveyor, the Surveyor shall be appointed by the Chairman on the written application of either the Landlord or the Tenant who shall be at liberty to make such application not earlier than three (3) months before or at any time after the Relevant Review Date.

8.5 Functions of the Surveyor

The Surveyor shall:-

- (a) act as an expert and not as an arbiter (unless the parties shall otherwise agree);
- (b) within sixty (60) days of his appointment or within such extended period as the Landlord and the Tenant shall jointly agree in writing give to each of them written notice of the amount of the Open Market Rent as determined by him.

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8.6 Interim payments pending determination

In the event that by the Relevant Review Date the amount of the reviewed rent has not been agreed or determined as aforesaid (such date of agreement or determination being called "the Determination Date") then in respect of the period of time ("the Interim Period") beginning with the Relevant Review Date and ending on the rent quarter day following the Determination Date the Tenant shall pay to the Landlord rent at the yearly rate payable immediately before the Relevant Review Date and on the Determination Date the Tenant shall pay to the Landlord within twenty eight (28) days of demand the amount by which the reviewed rent exceeds the rent actually paid during the Interim Period (apportioned on a daily basis) together with interest on such excess at the base rate from time to time of National Westminster Bank PLC from the relevant quarter day on which each part thereof would have been payable, if quantified to the date of but not including the date of actual payment.

8.7 Rent Restrictions

On each and every occasion during the Term that Rent Restrictions shall prevent or prohibit either wholly or partially:-

- (a) the operation of the above provisions for review of the rent; or

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- (b) the normal collection and retention by the Landlord of any increase in the rent or any instalment or part thereof,

THEN and in each such case respectively:-

- (i) the operation of such provisions for review of the rent shall be postponed to take effect on the first date or dates thereafter upon which such operation may occur;
- (ii) the collection of any increase or increases in the rent shall be postponed to take effect on the first date or dates thereafter that such increase or increases may be collected and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase.

AND until the Rent Restriction shall be relaxed either partially or wholly the rent first hereby reserved shall be the maximum sum from time to time permitted by the Rent Restrictions as may be applicable.

PROVIDED that in no event shall there be more than one review to Open Market Rent in any period of five years.

8.8 Memoranda of reviewed rent

As soon as the amount of any reviewed rent has been agreed or determined memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and the parties shall bear their own costs in respect thereof.

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8.9 Time not of the essence

For the purpose of this clause time shall not be of the essence.

9. ARBITRATION

All disputes and differences of any kind (other than matters associated with clause 8 of this Lease in so far as the same fall to be determined by the Chairman or Surveyor as therein defined) which may arise between the Landlord and the Tenant in relation to the meaning, interpretation or implementation of this Lease, or the rights, duties or obligations of the parties under this Lease or any other matters in any way arising out of or in connection with this Lease whether during the Term or after the termination of this Lease, shall be referred on the application of either party to the amicable and final decision of an Arbiter to be appointed by the parties, or, in the event of their being unable to agree on such appointment, by the President of the Law Society of Scotland for the time being and the costs and expenses of such arbitration shall be shared equally between the parties and the parties shall bear their own costs unless otherwise directed in either case by the Arbiter.

10. APPLICABLE LAW AND JURISDICTION

This Lease shall be construed and receive effect in accordance with the Law of Scotland and in so far as not already subject

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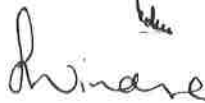
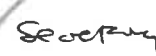
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thereto, the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

11. CONSENT TO REGISTRATION

The Landlord and the Tenant both consent to the registration for preservation and execution of this Lease, of any Memoranda recording the details of any rent reviews and of any decree or decrees arbitral, interim and final to be pronounced under the foregoing clause of arbitration and all other proceedings thereunder: IN WITNESS WHEREOF

SEALED with the COMMON SEAL of the said
BRITISH AEROSPACE PENSION FUNDS
TRUSTEES LIMITED and signed for them
and on their behalf at London
on the Seventh day of December
Nineteen hundred and eighty eight by:-


Director

Secretary

SEALED with the COMMON SEAL of the said
WOOLWORTHS public limited company and
signed for them and on their behalf at
London on the Twenty second
day of November Nineteen hundred
and eighty eight by:-


Director

Secretary



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SchedulePart I

The Premises referred to in the foregoing Lease comprise:-

ALL and WHOLE the shop premises forming Numbers Ninety one/Ninety five High Street, Musselburgh lying on the north west side of High Street aforesaid along which they extend Seventy five feet ten inches or thereby and comprising the following subjects (IN THE FIRST PLACE) ALL and WHOLE that area of ground lying in the County of Midlothian more particularly described in disposed by and shown delineated and outlined in red on the plan annexed and executed as relative to Disposition by John Thomson and Another with consent therein mentioned in favour of the Tenant (wherein it is named "F.W. Woolworth & Co. Limited") dated Thirteenth February and subsequent dates and recorded in the Division of the General Register of Sasines for the County of Midlothian on Twenty ninth February all days in the year Nineteen hundred and fifty six and (IN THE SECOND PLACE) ALL and WHOLE that area of ground lying to the north of High Street in the said County more particularly described in disposed by and delineated and outlined in red on the plan annexed and executed as relative to Disposition by John Thomson and Another in favour of the Tenant (wherein it is named "F.W. Woolworth and Co. Limited") dated Twenty fourth and recorded in the said Division of the General Register of Sasines on Twenty seventh both days of April Nineteen hundred and sixty four.

G.N.S. (Midlothian)

29 FEB

1956

G.N.S. (Midlothian)

27 APR 1964

END OF
REMARKS

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Part II


The annual rent referred to in the foregoing Lease is FORTY NINE THOUSAND FIVE HUNDRED POUNDS (£49,500) STERLING

Part III

The lease or leases subject to which the foregoing Lease is granted are as follows:-

NONE




Director
D/S
Secretary




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D/E

AND the said Lords grant Warrant for all lawful execution hereon.

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

