

22/11601

Books of Council and Session

Extract Registered 21 Mar 2022

MINUTE OF EXTENSION AND VARIATION OF
LEASE

MURRAYGATE ASSETS LIMITED
COSTA LIMITED

Morton Fraser LLP
DX GW58 Glasgow

Registers of Scotland

22/11601

AT EDINBURGH the Twenty First day of March Two thousand and twenty two the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

MINUTE OF EXTENSION AND VARIATION OF LEASE

between

- (1) **MURRAYGATE ASSETS LIMITED**, incorporated under the Companies Acts (Registered Number 10342191) and having their Registered Office at 1st Floor Rico House George Street, Prestwich, Manchester, Lancashire, England, M25 9WS ("Landlord")

and

- (2) **COSTA LIMITED**, incorporated under the Companies Acts (Registered Number 01270695) and having their registered office at Costa House Houghton Hall Business Park, Porz Avenue, Houghton Regis, Dunstable, Bedfordshire, England, LU5 5YG ("Tenant").

WHEREAS:-

- (A) The Landlord is the Landlord under the Lease;
- (B) The Tenant is the Tenant under the Lease;
- (C) The Parties have agreed to vary the terms of the Lease as set out below.

IT IS AGREED by the Parties as follows:-

1 Definitions

In this Minute of Extension and Variation:-

"Effective Date" means 3 March 2022;

"Lease" means the lease between Aviva Life & Pensions UK Limited and the Tenant dated 3 and 15 June and registered in the Books of Council and Session on 23 June, all dates in 2016;

"New Termination Date" means 16 May 2027;

"Original Termination Date" means 15 May 2031;

"Parties" means the Landlord and the Tenant and "Party" refers to either of them as the context requires;

"Premises" means ALL and WHOLE the retail shop unit on the ground and first floor premises known as 1-3 Murraygate, Dundee, being the subjects more particularly described in the Lease; and

"Revised Rent" means the rent to be payable in terms of the Lease from and after the Revised Rent Date at the rate of SEVENTY THOUSAND POUNDS (£70,000) Sterling *per annum* exclusive of any Value Added Tax chargeable thereon; and

"Revised Rent Date" means 16 May 2022.

2 Variations

- 2.1 Notwithstanding the terms of the Lease, the Lease shall not terminate at the Original Termination Date, but shall terminate on the New Termination Date to the same effect as if the New Termination Date had appeared in the Lease in place of the Original Termination Date.

2

1

Registers of Scotland

2

- 2.2 With effect from the Revised Rent Date until the termination of the Lease, the annual rent payable under the Lease shall be decreased to the Revised Rent, and that for the avoidance of doubt there shall be no further rent reviews during the term of the Lease.
- 2.3 Notwithstanding the terms of clause 2 of Part 2 of the Schedule to the Lease, with effect from the Effective Date the Tenant shall not be required to pay the annual rent by equal quarterly payments in advance on the Quarter Days but instead shall be entitled to pay the annual rent by equal monthly payments in advance on the first day of each calendar month in each year of the Lease.
- 2.4 For the avoidance of doubt, the Notice to Quit issued by DWF LLP on behalf of the Tenant to the Landlord dated 5 November 2021 shall be treated by the Parties as *pro non scripto*

3 Costs

- 3.1 Each of the Parties will bear their own costs and expenses in connection with the preparation and completion of this Minute of Extension and Variation of Lease.
- 3.2 The Tenant will be responsible for any Land and Buildings Transaction Tax chargeable by reason of agreement of the variation(s) contained in this Minute of Extension and Variation of Lease.
- 3.3 The Tenant will pay the costs of registering this Minute of Extension and Variation of Lease in the Books of Council and Session and obtaining 2 Extracts (1 for the Landlord and one for the Tenant).

4 Lease

Except as otherwise provided for in this Minute of Extension and Variation, the Parties confirm that the whole provisions of the Lease shall remain in full force and effect.

2

Registers of Scotland

3

5 Consent to Registration

The Parties consent to registration of this Minute of Extension and Variation of Lease for preservation and execution: IN WITNESS WHEREOF these presents printed on this and the two preceding pages are executed as follows:-

Subscribed for and on behalf of the said MURRAYGATE ASSETS LIMITED

at Manchester (place) on 14 March 2022

by


..... Director (sign)

W. Phillips Print Name
(WARREN PHILLIPS)
Before this witness

F. Smith Witness (sign)

Elinor Samet Print Name

.....
1st Floor Rico House
..... George Street
..... Prestwich Address
Manchester
M25 9WS

3

Registers of Scotland

4

Subscribed for and on behalf of the said COSTA LIMITED

at Edinburgh (place) on 4 March 2022

by

[Signature] Attorney for Costa Limited
Director (sign)

JOHN AND JAMES McHARDY
Print Name

Before this witness

[Signature] Witness (sign)

DAVID McNEIL Print Name

96 FOUNTAINBROOK

EDINBURGH

Address

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.

NT

40/E