

LEASE  
between  
CLYDEBANK DEVELOPMENTS LIMITED  
and  
STRATHCLYDE REGIONAL COUNCIL

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Dated: 1995

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13250 Square Metres or  
thereby at Head of Loch Long, Arrochar

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Bishop and Robertson Chalmers  
Solicitors  
Glasgow

*[WP.DEBBIE]LEASE.CLYDEBANK-JUNE95*

THIS LEASE entered into between GLYDEBANK DEVELOPMENTS LIMITED, incorporated under the Companies Act 1948 and having their Registered Office at 90 Mitchell Street, Glasgow (hereinafter referred to as the "Landlords")

OF THE FIRST PART

and

STRATHCLYDE REGIONAL COUNCIL, incorporated under the Local Government (Scotland) Act 1973, and having its Chief Office at Strathclyde House, 20 India Street, Glasgow, G2 4PF (who and whose successors whomsoever are hereinafter referred to as the "Tenants")

OF THE SECOND PART

WITNESSETH that the Landlords IN CONSIDERATION of the rent and other prestations and obligations on the part of the Tenants afterwritten, HEREBY let to the Tenants (excluding assignees (other than statutory successors) legal or conventional and sub-tenants, without the written consent of the Landlords) ALL and WHOLE that area of ground extending to Thirteen Thousand two hundred and fifty square metres or thereby at Succoth, Arrochar, Loch Long, bounded on or towards the west north west, north and northeast (following the line of the road) by the carriageway of the public road leading from Garelochhead to Inveraray, being the A83, and on or towards the east and southeast by the burn known as and forming Loin Water and on or towards the south and southwest by the low water mark of Loch Long, all lying within the County of Argyll (which area of land is hereinafter referred to as the "Subjects") and are shown delineated in red on the plan annexed and subscribed as relative hereto; Together also with, insofar as the Landlords may competently grant the same (One) a right to make connections with or connect into all or any services which at present or in future will serve the Subjects, provided that the Tenants shall first obtain the written approval of the Landlords and/or the relevant statutory undertakers as required;

Declaring that the Subjects hereby leased are so leased subject to the whole burdens, obligations, prohibitions, stipulations, reservations and conditions specified and referred to in the Title Deeds (which the Tenants shall be bound to observe and perform) and also with and under the following further terms and conditions:-

FIRST

This Lease shall commence on Sixteenth October Nineteen hundred and ninety five which date is hereby declared to be the Date of Entry of the Tenants to the Subjects and shall terminate on the Twenty fifth anniversary of the Date of Entry (hereinafter referred to as the "First Expiry Date").

SECOND

The Tenants bind and obligs themselves and their successors all jointly and severally to pay to the Landlords or their successors and assignees whomsoever during the currency of this Lease (without any deduction or retention whatsoever) a rent of ONE THOUSAND POUNDS (£1,000.00) STERLING, annually and in advance for each twelve month period hereunder. In all years, the rent will be paid on the Fifteenth day of October of the then current year and if any rents are not paid within twenty eight days of the due date then the Tenants shall pay to the Landlords interest thereon at the rate equal to four per centum per annum above the base rate for borrowing for the time being of The Royal Bank of Scotland plc from the date on which the payment fell due until the actual date of payment thereof.

The rent shall be subject to automatic increase (but not

decrease) on the fifth anniversary of the Date of Entry and every fifth year thereafter (the appropriate rent review term being hereinafter called the "Relevant Term") by being increased by the proportionate increase in the index of retail prices (all items) published by the Department of Employment or any index replacing the same or in the event of the same being discontinued without being replaced any index jointly selected by the Tenants and the Landlords as reasonably equivalent thereto between the previous Relevant Term or other date when the rent was last fixed and became payable and the Relevant Term.

In default of agreement on such joint selection the matter shall be referred to the selection of (or of a person appointed on the nomination of) the Chairman (or Senior Office Holder) for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of the Landlords or the Tenants. If the said Chairman (or Senior Office Holder) shall for any reason not be available or be unable to make such selection or nomination at the time of the application therefor then the selection or nomination may be made by the next senior officer of the said Scottish Branch of the said Institution then available and able to make the selection or nomination or if no such Officer of the said Scottish Branch of the said Institution shall be so available and able by such officer or such professional body of surveyors as the Landlords shall designate, and any reference

hereafter to the said Chairman shall be deemed to include a reference to such Senior Office Holder or other Officer.

THIRD

The Tenants shall be responsible for payments of all charges pertaining to the Subjects for the period of the Lease in respect of rates, water supply, telephones, electricity and any other outgoings and burdens not being a direct result of any acting of the Landlords.

FOURTH

The Tenants shall (One) at their expense insure with a reputable Insurance Company against public liability for such sum or sums as shall be required by the Landlords (which requirement not being unreasonable) and the Tenants shall exhibit to the Landlords such evidence as may be reasonable in the circumstances confirming that the appropriate cover is in place; (Two) indemnify the Landlords against all claims for damages by third parties that may arise from the Tenants' occupation of the Subjects or from any buildings, erections, fences or other fixtures erected thereon or out of the negligence of the employees of the Tenants or any person or persons for whom they are responsible in connection with the Tenants' use of the Subjects and the Tenants shall be bound during the currency of the Lease to keep the Subjects and any erections thereon and all equipment owned by them and all improvements thereto insured against loss or damage by fire and other usual commercial risks for full reinstatement value thereof

all to the reasonable satisfaction of the Landlords; and to provide when reasonably requested by the Landlords evidence that such insurance is in place; declaring that in the event of any destruction or damage to the Subjects or any part thereof the Tenants shall apply, in the first instance any monies received in respect of such insurance to the rebuilding and reinstating of the Subjects and shall make up any deficiency out of their own funds; declaring however that the foregoing provisions shall not bind the Tenants to indemnify the Landlords or to make good any damage caused, as a direct result of any act or omission by the Landlords and/or any person for whom they are responsible.

FIFTH

The Tenants shall be bound to keep the Subjects and all additions thereto and erections therein in an orderly, clean and tidy and safe condition. In this respect the Tenants shall provide an adequate number of litter bins and/or other receptacles for the rubbish and ensure that all litter is removed from the Subjects let on a regular basis as appropriate.

SIXTH

It is hereby expressly provided that the Tenants shall be entitled to assign the Lease to Dunbartonshire Enterprise Limited or their successors as local Enterprise Company for the area within which the Subjects are situated and that without the requirement to obtain the Landlords' consent thereto. Save as hereinbefore provided the Tenants are

expressly prohibited from assigning or sub-letting the Subjects or any part thereof without the prior written consent of the Landlords.

SEVENTH

The Tenants shall take possession of and use the Subjects for the provision of car parking, a Tourist Information point, recreational walkways including the bridge indicated on the plan aftermentioned, picnic areas and play areas and for no other purpose whatsoever and the Landlords hereby consent to the works for the creation of such recreational facilities all as specified in Plan Numbers 93/24-02-REVD prepared by the Paul Hogarth Company, annexed and subscribed as relative hereto all of which works the Tenants shall make all reasonable endeavours to have carried out and completed all in accordance with such plans to the satisfaction of the Landlords not later than Sixteenth October Nineteen hundred and ninety six; and in any event shall be obliged to have said works carried out and completed as aforesaid by not later than Thirty first December Nineteen hundred and ninety six.

Declaring that in the event of there being any proposed departures at any time during the currency of the Lease, from the said plans, the same shall be submitted to the Landlords whose consent thereto shall not be unreasonably withheld or delayed.

The Tenants shall permit the Landlords, their factors,

agents or workmen to enter the Subjects for estate purposes and for inspection of the same to satisfy themselves that the terms of this Lease are being observed and that at all reasonable times and upon giving (except in the case of emergency) reasonable prior notice of their intention to do so.

The Tenants are expressly prohibited from undertaking or permitting there to be undertaken any retail trading whatsoever upon the Subjects.

EIGHTH

The Tenants shall make all reasonable endeavours give notice in writing to the Landlords of any Notice, Direction, Order, eccetera received from any Local or other competent Authority and that within 14 days of receipt of the same and shall produce the same to the Landlords and the Tenants shall be bound to comply with the terms of such Notice, Direction, Order, eccetera, and shall bear the whole cost of compliance therewith, unless the Tenants are required by the Landlords to make independently or jointly with the Landlords objections or representations to such Notice.

NINTH

Save as otherwise provided herein any difference or dispute between the parties as to the interpretation of this Lease or as to the fulfilment or otherwise by either party of their respective obligations hereunder or as to any matters connected therewith shall, failing agreement, be referred



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to an Arbiter (failing agreement to be nominated upon application by either party by the Chairman of the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors) the expenses of which arbitration shall be met jointly unless otherwise directed by the Arbiter, whose decision in all matters referred to including expenses shall be final and binding on the parties.

TENTH

If the rent herein stipulated or any part thereof shall at any time be in arrear (whether legally demanded or not) and shall remain unpaid for a period of 28 days after written demand by the Landlords under threat of irritancy or if there shall be a breach of or failure to observe any of the obligations undertaken by the Tenants under the Lease which if capable of being remedied and not being a breach or failure frequently persisted in, shall not have been remedied by the Tenants within such reasonable period as shall be allowed by the Landlords in a notice specifying the breach complained of requesting the remedy of such breach or failure under threat of irritancy, or if the Tenants shall become apparently insolvent or shall make any arrangement with creditors or suffer any diligence to be done against their assets or being a company shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction with the prior written consent of the Landlords) or suffer an

administrator to be appointed to them or a receiver appointed to any part of their property or undertaking or being a firm or an individual shall be sequestered, then and in any such case it shall be lawful for the Landlords by notice to the Tenants to bring the Lease to an end forthwith and to repossess the Subjects as if the Lease had not been granted but without prejudice to any right of action or remedy of the Landlords in respect of any breach of any of the obligations undertaken by the Tenants under the Lease or in respect of any rent or other payment hereunder.

ELEVENTH

The Tenants shall not be entitled to any compensation for any improvements carried out by them on the Subjects unless otherwise provided herein or separately negotiated during the currency hereof.

TWELETH

The Tenants shall, at the termination of the Lease and without compensation being paid therefor, be bound to leave in good and proper order having regard to their age and nature, all buildings and other structures erected on the Subjects.

THIRTEENTH

The Tenants are prohibited from permitting anything which shall or shall be likely to damage or injure the Subjects or any part thereof or which shall be or tend to be constitutes a nuisance or causes damage or inconvenience to the Landlords or their Tenants or to their licensees or to

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the owners or occupiers of any neighbouring premises, provided that the ordinary use of the subjects for uses permitted hereunder shall not be regarded as breaching the foregoing prohibitions in this clause.

FOURTEENTH

The Tenants shall be bound to indemnify the Landlords against all costs, charges, proceedings, claims and demands whatsoever to which the Landlords shall become liable for reason or on account of any breach, non performance or non observation of any of the obligations on the part of the Tenants herein contained, save insofar as, and to the extent that, any such claims may arise due to contributory act on the part of the Landlords and those for whom they are responsible.

FIFTEENTH

The Tenants shall be bound to permit the Landlords during the six months immediately preceding the termination of this Lease to affix and retain without any interference on the Subjects (but not in any such position so as to obstruct light or access to any building or facility existing or to be erected on the Subjects) such "To Let" and such "For Sale" signs as the Landlords may consider desirable and to permit persons with written authority from the Landlords or their Agents at reasonable times of the day appointments to view the Subjects. The right hereby stipulated shall always be exercised in such a manner as to cause minimum possible destruction of and disturbance to

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the use of the Subjects by the Tenants.

SIXTEENTH

The Tenants shall accept the Subjects in their present condition and be responsible at their own cost and expense for all repairs, maintenance, renewals, improvements and alterations to the Subjects and any erections thereon and therein and the fences, walls and other such man-made structures, and hedges, bushes, plants, shrubs etcetera in or bounding the Subjects all to the satisfaction of the Landlords unless separate agreement is reached between the Landlords and the Tenants concerning particular items during the currency hereof. Furthermore where the consent of some competent authorities is required to allow such repairs, improvements or alteration to proceed and such consent is refused or made subject to conditions with which the Tenants cannot reasonably be expected to comply then, in either of these events, the Tenants shall be released from this responsibility.

SEVENTEENTH

The Tenants are prohibited from felling, lopping or otherwise interfering with any existing trees situated on the Subjects without the written permission of the Landlords (which consent shall not be unreasonably withheld or delayed) and the local Planning Authority where necessary and at all times shall use their reasonable endeavours to retain any existing trees and hedges. Declaring that nothing herein shall prevent any works as may be specified in the drawings/plans hereinbefore

referred to.

EIGHTEENTH

The Tenants shall be bound to obtain and maintain all statutory permissions required in connection with their use of the Subjects, and if requested by the Landlords to exhibit same to the Landlords. Nothing contained in this Lease shall be deemed to constitute any warranty by the Landlords that the Subjects or any part thereof are authorized for use under any statute or otherwise for any specified purpose or as to the suitability or fitness of the Subjects and other works therein or thereon.

NINETEENTH

The Tenants shall not be entitled, without the previous written consent of the Landlords to affix or exhibit or permit to be affixed or exhibited any placard, poster, sign, board, plate, device, notice or advertisement to or to any part of the Subjects, save insofar as the same may be necessary to advertise the presence of the public facilities to be provided thereon, or may be required to comply with any Statute, Order, Regulation or other requirement, as a result of their occupation of the Subjects and for which, notwithstanding the provisions of this clause, they shall not require the consent in writing of the Landlords.

TWENTIETH

The Tenants shall be expressly prohibited from erecting any type of building of whatever description upon the Subjects.

TWENTY FIRST

The Tenants shall take such safety and security precautions with regard to the Subjects as the Landlords may, having regard to their interest therein reasonably require. Without prejudice to the generality of the foregoing, the tenants shall be bound to provide and maintain in good order upon the Subjects such safety, security and firefighting equipment as may be reasonably required from time to time by the Local Authority Environmental Health Officer or Fire Officer for the time being.

TWENTY SECOND

The Tenants shall be obliged to pay to the Landlords all reasonable costs, charges and expenses (including solicitors' costs and fees and Value Added Tax) incurred by the Landlords:-

- (a) in connection with consultations in connection with and the negotiation, adjustment and conclusion of missives for and the grant of the Lease or of any memorandum relating to reviewed rent (including in each case the preparation, execution, stamping and registration of the Deed and the obtaining of three extracts) together with stamp duty and registration dues and the amount of any Value Added Tax on any of the foregoing to the extent such Value Added Tax is irrecoverable by the Landlords;
- (b) in or in contemplation of any proceedings relating to the Subjects arising out of a breach of the Tenants'

obligations under the Lease and to keep the Landlords fully and effectively indemnified against all costs, expenses, claims and demands whatsoever in respect of the said proceedings;

(c) in the preparation and service of a schedule of dilapidations at any time during or after the period of the Lease;

(d) in connection with the recovery of rent and/or other payments from the Tenants under the Lease;

(e) in respect of any application for consent required by the Lease whether or not such consent be granted PROVIDED ALWAYS that:-

(i) the Tenants shall pay the reasonable charges, stamp duties and other disbursements of any solicitors, architects, surveyors and other professional advisers acting for the Landlords in connection with such consents and Licences as aforesaid;

(ii) The Tenants shall at the Tenants' expense furnish the Landlords with any additional copies of plans and specifications and other documents required in connection with the application by the Tenants for any consents

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and licences and such further copies of any Notices and proposals served on the Tenants.

TWENTY THIRD

The Tenants shall be responsible for complying with the terms of all relevant statutes and for any alteration or works necessitated thereby as a result of their occupation of the Subjects.

TWENTY FOURTH

Any notice, request, consent or approval under this Lease shall be in writing. Any notice to the Tenants shall be sufficiently delivered if sent by Recorded Delivery post, delivered to if the Tenants shall be an incorporated body, their Registered office or other Chief and if the Tenants shall be a person, his or her last known address in Great Britain and Northern Ireland and if the Tenants shall be a Firm the Firm or any partners thereof at the Subjects.

TWENTY FIFTH

(a) All sums payable by the Tenants in terms of these presents are expressed exclusive of Value Added Tax and the Tenants will be liable to pay the same with the addition thereto of any Value Added Tax payable at the appropriate rate or rates.

(b) Interest shall be payable by the Tenants on the said yearly rent and any other sums due by the Tenants to the Landlords in terms of the Lease (save as otherwise specifically provided for herein) at the rate of four per cent per annum above the base



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lending rate from time to time of The Royal Bank of Scotland plc or such other equivalent rate at the dates upon which the said yearly annual rent or other sum, as the case may be, became due, running said interest from the respective due dates for payment during non payment thereof.

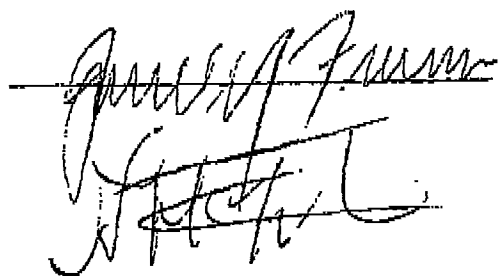
TWENTY SIXTH

We the parties hereto certify that this Lease is not a Lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in this of the Guidance Note dated 30th June 1994 referring to Section 40 of the Finance Act 1994.

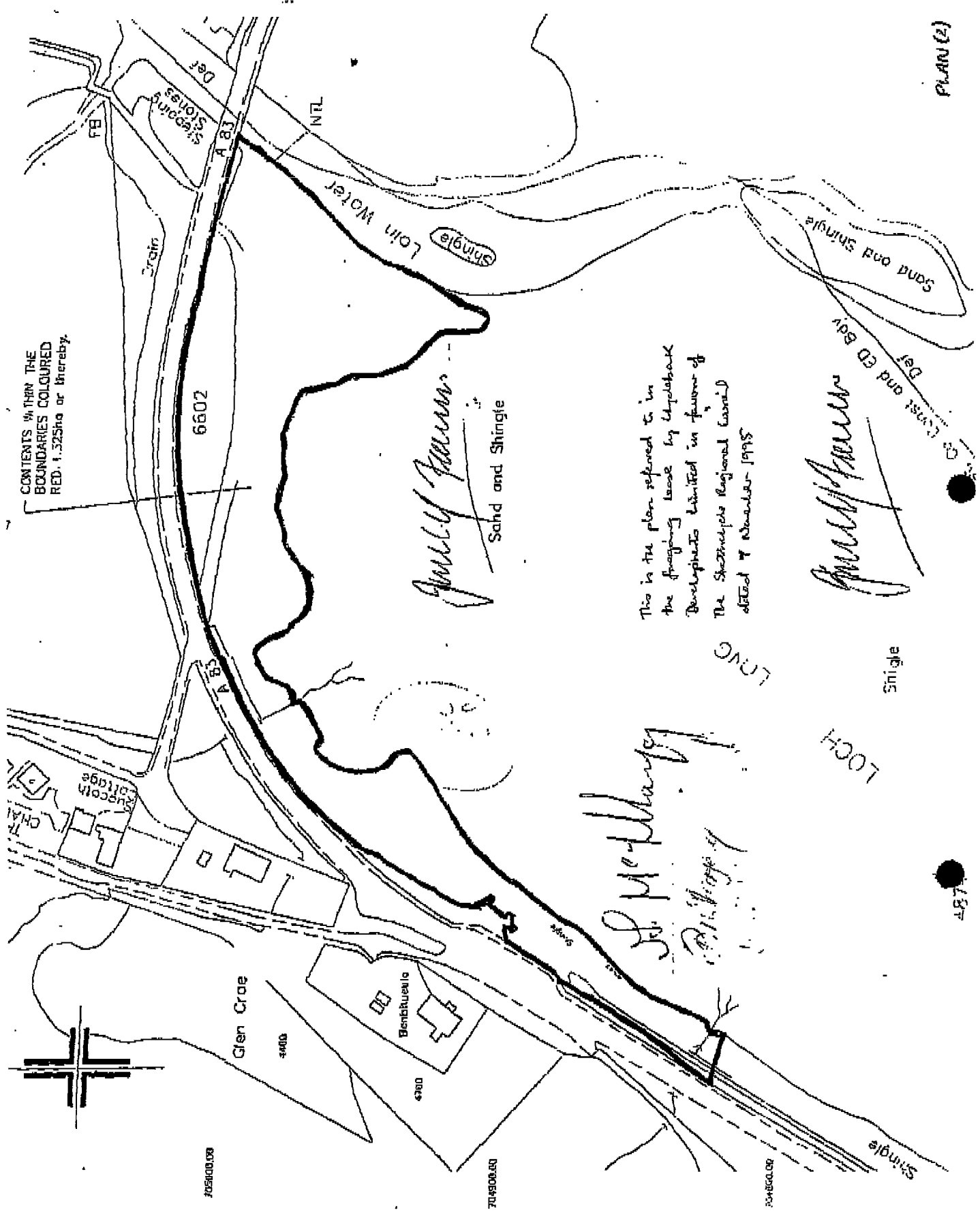
LASTLY

Both parties bind and oblige themselves and their foresaids to implement their respective part of these presents to each other and both parties consent to registration hereof

for preservation and execution: IN WITNESS WHEREOF these type-written presents comprising this and the fifteen preceding pages are, together with the plan annexed hereto, sealed with the common seal of the said Strathclyde Regional Council and subscribed for them and on their behalf by James Young Francis, Managing Solicitor, of Strathclyde House, Twenty India Street, Glasgow, G2 4PF acting as one of the said Strathclyde Regional Council's proper officers, both at Glasgow on SEVENTH NOVEMBER NINETEEN HUNDRED AND NINETY FIVE and executed by the said Clydebank Developments Limited by being subscribed for them and on their behalf by Andrew McIlhar and Barbara McIlhargey, two of their Directors both at Clydebank on NINETEENTH JANUARY NINETEEN HUNDRED AND NINETY SIX.



James Young Francis  
Andrew McIlhar



CONTENTS WITHIN THE  
BOUNDARIES COLOURED  
RED. 1.325ha or thereby.

This is the plan referred to in  
the foregoing lease by whichback  
Developments limited in favour of  
The Strathclyde Regional Council  
dated 7 November 1975

*Jolly Farm*  
SAND AND SHINGLE

PLAN (2)

SINGLE

LOCH

LNG

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