

**REGISTERS DIRECT****LAND REGISTER**

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Search Sheet: 1301

A. PROPERTY SECTION

Title Number: LAN171259
Date Title Sheet updated to: 29/11/07
Hectarage Code: 7565.7
Map Reference NS091NW

Date of First Registration: 06/02/86
Date Land Certificate updated to: 10/12/03
Interest: TENANT

Description
Subjects being part of farm and lands of GLENCAPLE FARM, ABINGTON, BIGGAR ML12 6TA comprising 1) the exclusive right of shooting game, ground game, wildfowl and vermin over Leadhills Grouse Moors on the Leadhills Estate edged red on the Title Plan, 2) the four areas of ground with Keepers Cottages tinted pink on supplementary Plans number 1, 2, 3 & 4 to the said Title Plan, 3) The Lunch Huts tinted mauve on Supplementary Plans 2, 5, 6 & 7 to the said Title Plan and 4) the Game Larder and Meeting Room tinted blue on Supplementary Plan 3 to the said Title Plan; which subjects extend to 7565.7 hectares in measurement on the Ordnance Map.

SHORT PARTICULARS OF THE LEASE UNDER WHICH THE SUBJECTS IN THIS TITLE ARE HELD		
Parties	Date of Recording or Registration	Term
Marquess of Linlithgow and Earl of Hopetoun in favour of Leadhills Sporting Limited	Land Register 10/12/2003	From 30 Sep. 2003 to 1 Dec. 2023

Notes
1. The land tinted green on the Title Plan is not included in this Title.

This is a Quick Copy which reflects the position at the date the Title Sheet was last updated.
It does not have the evidential status of an Office Copy.

B. PROPRIETORSHIP SECTION

Title Number: LAN171259

Hectarage Code: 7565.7

Entry Number	Date of Registration	Proprietor	Consideration	Entry
1	10/12/03	LEADHILLS SPORTING LIMITED incorporated under the Companies Acts (Registered number 246475), having their Registered Office at 50	Rent £25000 per annum	30/09/03

	Castle Street, Dundee, DD1 3RU.		
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C. CHARGES SECTION

Title Number: LAN171259

Hectareage Code: 7565.7

There are no entries.

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D. BURDENS SECTION

Title Number: LAN171259

Hectareage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Preamble
1	Disposition by John Adrian Louis Earl of Hopetoun to Commissioners of Burgh of Wishaw, recorded G.R.S. (Lanark) 21 Jan. 1899, of 3 areas of ground comprising 30 acres of land lying at the south-east of the subjects in this Title, contains the following rights that affect the subjects in this Title
2	Disposition by Trustees under deed of Trust by Charles W Frederick, Marquess of Linlithgow to Adrian J Charles, earl of Hopetoun and his executors and assignees, recorded G.R.S. (Lanark and others), of inter alia the Lordship and Barony of Hopetoun and the Lands of Glenbaith, contains the following
3	Disposition by British Railways Board to Adrian John Charles, Earl of Hopetoun, and his assignees, registered 29 Oct. 1986, of ground of which the areas tinted yellow on the Title Plan form part, contains inter alia the following burdens that affect the subjects in this Title
4	Conveyance by Adrian John Charles, Marquess of Linlithgow to Secretary of State for Scotland and his successors and assignees, registered 3 Dec. 1990, of 5 plots of ground, parts of the lands and farm of South Shortcleugh or Leadburn, contains the following rights that affect the area of ground edged blue on the Title Plan
5	Feu Disposition by Adrian John Charles Marquess of Linlithgow to William Corcoran and another (hereinafter referred to as "my disponees"), registered 2 Feb. 1994, of the subjects tinted green and edged mauve on the Title Plan ("the Feu"), contains the following rights that affect the subjects in this Title
6	Lease for 40 years from 15 May 1990 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlord") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants"), registered 25 May 1994, of the subjects hatched and numbered 1 in brown on the Title Plan, contains the following rights that affects the subjects in this Title
7	Lease from 1 Apr. 1992 to 14 May 2030 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlord") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants")

	registered 25 May 1994 of the subjects hatched and numbered 2 in brown on the Title Plan, contains the following right that affects the subjects in this Title
8	Lease from 1 Apr. 1992 to 14 May 2030 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlords") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants"), registered 25 May 1994 of the subjects hatched and numbered 3 in brown on the Title Plan, contains the following right that affects the subjects in this Title
9	Disposition by Adrian John Charles, Marquess of Linlithgow to Andrew Arthur Victor Charles, Earl of Hopetoun and his executors and assignees (who and whose successors are herein referred to as "my Disponees"), recorded G.R.S. (Lanark) 26 May 1995, of that part of the farm and lands of Glengeith edged green on the Title Plan (herein referred to as "the Subjects"), contains the following reservations and others in favour of me and my successors as proprietors of the remainder of the Lordship and Barony of Hopetoun in so far as lying in the County of Lanark ("the said whole lands") and any and every part thereto, namely
10	Feu Disposition by the Secretary of State for Scotland (who and whose successors are hereinafter referred to as "the superior") to Alexander Sharp Lockhart and his executors and disponees ("the feuar") registered 8 Apr. 1998 of 606 hectares of ground comprising the Farm and Lands of Watermeetings and Smithwood, Elvanfoot ("the feu") that adjoins the subjects in this Title on the east, contains inter alia the following right that affects the subjects in this Title
11	Disposition by William Plenderleith to Adrian John Charles Hope, Marquess of Linlithgow and his executors and assignees, registered 26 Apr. 1999, of ground edged yellow on the Title Plan, contains the following rights that affect the subjects in this Title
12	Disposition by Earl of Hopetoun to Scottish Power plc and their successors and assignees (who and whose successors as proprietors are herein referred to as "my Disponees"), registered 18 Dec. 2000, of 0.255 hectares of ground at the electricity sub-station site at Glengeith Farm, Elvanfoot contains the following rights that affect the subjects in this Title
13	Lease, referred to in the Property Section, between Adrian John Charles Hope, Marquess of Linlithgow and Andrew victor Arthur Charles, Earl of Hopetoun (together hereinafter called "the Landlord" which expression includes all persons succeeding to the interest of the Landlord in the Let Subjects hereinafter defined) and Leadhills Sporting Limited (who and whose permitted successors and assignees are hereinafter called "the Tenant" but not so as to include continuing liability for a cedent following a permitted assignation becoming effective, registered 10 Dec. 2003, of the subjects in this Title, in the following terms

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D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
1	Disposition by John Adrian Louis Earl of Hopetoun to Commissioners of Burgh of Wishaw, recorded G.R.S. (Lanark) 21 Jan. 1899, of 3 areas of ground comprising 30 acres of land lying at the south-east of the subjects in this Title, contains the following rights that affect the subjects in this Title: A servitude right and tolerance of laying and maintaining a line of piping in and through my lands together also with a right of access to the three pieces of ground comprising the said 30 acres of land and lines of piping for the purpose of constructing works in connection with the water undertakings of the said Commissioners and for the purpose of maintaining repairing and inspecting the same and In the event of me

or my foresaids desiring the said lines of piping or any part thereof to be altered in connection with any building or drainage operations on my lands the said Commissioners shall be bound at their expense to lift the said pipes and relay them in such other line or position as shall be approved of by us.

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
2	Disposition by Trustees under deed of Trust by Charles W Frederick, Marquess of Linlithgow to Adrian J Charles, earl of Hopetoun and his executors and assignees, recorded G.R.S. (Lanark and others), of inter alia the Lordship and Barony of Hopetoun and the Lands of Glenbaith, contains the following: Excepting and reserving to the heirs and disponees of the deceased Dunbar, Earl of Selkirk and to the heirs and disponees of the deceased Sir William Maxwell of Calderwood, Baronet, respectively, the right and property of the whole mines of lead, tin copper, gold and silver and other metals or minerals usually comprehended in Mining Leases within the said Lands which formerly belonged to and were purchased from the said last mentioned Earl and Sir William Maxwell respectively by Sir George Colebrooke, Baronet, and reserving full power to the proprietors of the mines to do everything in the premises necessary for digging, working and smelting the said mines, metals and minerals such as cutting and conducting water courses, roads and places for erecting machines and necessary buildings for the accommodation of the workmen and of the works, the proprietors of the said mines being always obliged to pay to our said disponees as Trustees foresaid and their foresaids and their tenants for all real damage to be incurred by the works and others foresaid as the same shall be ascertained by them as Trustees foresaid and their foresaids and the said proprietors or at law.

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
3	Disposition by British Railways Board to Adrian John Charles, Earl of Hopetoun, and his assignees, registered 29 Oct. 1986, of ground of which the areas tinted yellow on the Title Plan form part, contains inter alia the following burdens that affect the subjects in this Title: (Primo) under burden of any servitudes and rights of wayleave granted by us or our authors for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in, through or across the subjects hereby disposed and our disponees shall, by their acceptance hereof, bind and oblige themselves to free and relieve us of all claims and liabilities of every kind in respect of the presence thereof or of any future interference with the said sewers and others due to their operations in erecting buildings on the subjects hereby disposed or otherwise; (Quarto) our disponees shall, prior to carrying out any operations or beginning the construction of any buildings on the subjects hereby disposed within a distance of One hundred metres from land remaining in our ownership, submit to our Estate Surveyor and Manager for approval detailed plans, sections and drawings, which plans, sections and drawings shall show inter alia the water supply and drainage arrangements for the proposed works and our disponees shall be bound and obliged to implement any reasonable suggestion made by our Estate Surveyor and Manager with regard to such plans and others for the protection of our remaining property; (Quinto) we reserve the right of access over the subjects hereby disposed at any time to the land adjoining bridge lettered U/B 42 in blue on said Plan and viaducts lettered U/B 38 and U/B 11

in blue on said Plan for the purpose of inspecting, repairing and maintaining the said bridge and viaducts and in the event of our desiring to remove them and substitute embankments we reserve the right to utilise the land adjoining the same, as shown hatched blue on the Title Plan, for the purpose of forming and maintaining embankment slopes thereon as may be required and without payment of compensation, reserving also access for us to repair and maintain the culvert lettered U/B 39 in blue on said Plan known as Melli Grain; and (Sexto) our disponees shall grant to us access over such contiguous land belonging to them as shall be required from time to time to gain access to the Closed Branch Line for the purpose of inspecting, repairing and maintaining the said bridge, viaducts and culvert and to undertake work, including removal of the said bridge, viaducts and culvert, which is deemed necessary by us and that all without the payment of compensation but always subject to our making good any damage caused to the adjoining property belonging to our said disponees, whose consent to our exercise of such access for the purposes specified shall not be unreasonably withheld.

D. BURDENS DETAIL

Title Number: LAN171259

Hectareage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
4	<p>Conveyance by Adrian John Charles, Marquess of Linlithgow to Secretary of State for Scotland and his successors and assignees, registered 3 Dec. 1990, of 5 plots of ground, parts of the lands and farm of South Shortcleugh or Leadburn, contains the following rights that affect the area of ground edged blue on the Title Plan: A servitude right of access over the said area of ground edged blue to divert and maintain a new watercourse. The Secretary of State and his foresaids shall be bound and obliged within two years of the 17 May 1990 at his or their sole expense to complete the realignment of the course of the River Clyde over the said area of ground edged blue and following the completion of the formation of the realigned course of the River Clyde within said area of ground the Secretary of State and his foresaids shall be bound and obliged also at his or their sole expense to maintain the said realigned course of the said River over said area of ground, including in particular but without prejudice to the generality the west bank thereof, in its then realigned course in all time coming all to the satisfaction of me and my successors as hereinafter defined; BUT DECLARING that I, the said Adrian John Charles, Marquess of Linlithgow, and my successors as proprietors of the Lands and Farm of South Shortcleugh or Leaburn of which said area of ground forms part will accept minor variations in the realigned course of the said River, but that in the event of such variations in the realigned course of the said River exceeding 10 metres back or further west from the line of the water's edge at the west bank as established following the completion of the formation of the said realigned course of the said River the Secretary of State and his foresaids will be bound and obliged immediately on their becoming aware of such variations in the realigned course or on being notified of the same by me or my foresaids or on my or their behalf to take all appropriate and necessary remedial action at his or their sole expense and to carry out all appropriate and necessary works in order to restore the west bank of the said realigned course of the said River to the line of the water's edge on the completion of the formation of the realigned course of the said River; FURTHER that in order that the Secretary of State and his foresaids may comply with their obligations hereunder to construct and thereafter maintain the realigned course of the said River I hereby grant in favour of the Secretary of State and his foresaids all necessary rights of access over said area of ground for the construction and subsequent maintenance of the River Clyde on its realigned course but only insofar as within said area of ground and all subject to making good or paying full compensation for all damage caused to other subjects belonging to me caused either in the course of complying with his or their obligations as hereinbefore specified and/or by the exercise of the access rights hereby granted as such damage shall be determined, failing agreement by a sole arbiter mutually appointed or, failing agreement, as to such appointment, appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered</p>

Surveyors and the findings of such arbiter shall be final and binding on both parties.

D. BURDENS DETAIL

Title Number: LAN171259

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Entry Number	Burden Detail
5	Feu Disposition by Adrian John Charles Marquess of Linlithgow to William Corcoran and another (hereinafter referred to as "my disponees"), registered 2 Feb. 1994, of the subjects tinted green and edged mauve on the Title Plan ("the Feu"), contains the following rights that affect the subjects in this Title: A right of usage in all time coming to all parts of the private water supply system presently existing and serving the Feu wherever situated within adjoining subjects belonging to the Marquess of Linlithgow and take a supply of water therefrom together with a right of access thereto for the purpose of inspecting, maintaining and repairing the same, subject to restoration of all damage caused by the exercise thereof.

D. BURDENS DETAIL

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Number of Burdens: 13

Entry Number	Burden Detail
6	Lease for 40 years from 15 May 1990 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlord") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants"), registered 25 May 1994, of the subjects hatched and numbered 1 in brown on the Title Plan, contains the following rights that affects the subjects in this Title:- A non exclusive right of access for pedestrian and vehicular traffic over the access road serving the subjects. The Landlords also grant all necessary rights and wayleaves to the Tenants to lay and maintain an underground cable and water pipes along such route as may be agreed in writing by the Landlord subject always (i) to the said cable and water pipe being laid and maintained in a manner that will not impede or interrupt the Landlord's use and enjoyment of the surface of the ground or of any other parties deriving rights from the Landlord (including future increased use and enjoyment which may require the Tenants to strengthen the covering of the cable); (ii) to the full reinstatement of the surface of the ground to the Landlord's satisfaction by the Tenants; and (iii) removal of the said cable and water pipe by the Tenants at the end of this Lease and full reinstatement of the ground to the Landlord's satisfaction or at the Landlord's option, to leave the said cable and water pipe in situ and in good tenantable condition.

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Title Number: LAN171259

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Number of Burdens: 13

Entry Number	Burden Detail
7	Lease from 1 Apr. 1992 to 14 May 2030 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlord") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants") registered 25 May 1994 of the subjects hatched and numbered 2 in brown on the Title Plan,

contains the following right that affects the subjects in this Title: A non exclusive right of access for pedestrian and vehicular traffic over the access road serving the subjects.

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
8	Lease from 1 Apr. 1992 to 14 May 2030 by Adrian John Charles, Marquess of Linlithgow (who and whose successors are hereinafter referred to as "the Landlords") to Civil Aviation Authority (who with their statutory successors are hereinafter referred to as "the Tenants"), registered 25 May 1994 of the subjects hatched and numbered 3 in brown on the Title Plan, contains the following right that affects the subjects in this Title: A non-exclusive right of access for pedestrian and vehicular traffic over the access road serving the subjects.

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
9	Disposition by Adrian John Charles, Marquess of Linlithgow to Andrew Arthur Victor Charles, Earl of Hopetoun and his executors and assignees (who and whose successors are herein referred to as "my Disponees"), recorded G.R.S. (Lanark) 26 May 1995, of that part of the farm and lands of Glengeith edged green on the Title Plan (herein referred to as "the Subjects"), contains the following reservations and others in favour of me and my successors as proprietors of the remainder of the Lordship and Barony of Hopetoun in so far as lying in the County of Lanark ("the said whole lands") and any and every part thereto, namely:- (First) the right to use for all usual purposes all existing roads and ways forming part of the Subjects which private roads and ways shall be repaired and maintained hereafter and in all time coming by my Disponees and by me and my foresaids and by other parties entitled to use the same and being liable in respect thereof and that in proportion to respective usage as the same shall be determined failing agreement, by a single arbiter mutually appointed or, in the event of disagreement as to such appointment, appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and the findings of such arbiter shall be final and binding on both parties; and (Second) the right to use for the water supply, drainage and sewerage of the said whole lands all existing springs, wells, streams, water courses, reservoirs, tanks, pipes and connections, drains, ditches, sewers and others in or under the Subjects which are at present so used with a right of access thereto for the maintenance and renewal thereof or alteration of levels of the same subject always to the obligation to make good all damage caused or in so far as the same is not made good or cannot be made good to pay full compensation for all damage caused in the exercise of the foregoing rights as the same shall be determined in the absence of agreement by arbitration as hereinbefore provided.

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail

10	<p>Feu Disposition by the Secretary of State for Scotland (who and whose successors are hereinafter referred to as "the superior") to Alexander Sharp Lockhart and his executors and disponees ("the feuar") registered 8 Apr. 1998 of 606 hectares of ground comprising the Farm and Lands of Watermeetings and Smithwood, Elvanfoot ("the feu") that adjoins the subjects in this Title on the east, contains inter alia the following right that affects the subjects in this Title: A right to the joint use of the existing water supply system including any intake pipes, collecting tank, supply pipes and valves serving the feu leading from the public main at the A702 public road, and with a right of access to said water supply system for the purposes of inspection, maintenance, repair and renewal subject to payment for damage caused by the exercise of such right.</p>
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D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
11	<p>Disposition by William Plenderleith to Adrian John Charles Hope, Marquess of Linlithgow and his executors and assignees, registered 26 Apr. 1999, of ground edged yellow on the Title Plan, contains the following rights that affect the subjects in this Title: RESERVING to me and my foresaids heritable and irredeemable servitude rights of wayleave to take supplies of water from within the subjects hereinbefore disposed for the supply of the remaining parts of the Farm and Lands of Lettershaws together with all necessary rights of vehicular and pedestrian access thereto for the purposes of inspection, maintenance, repair and renewal, but subject always to fully re-instating all damage caused by the exercise of such rights or failing which paying full compensation for such damage as shall be determined failing agreement by a single arbiter mutually appointed or failing agreement to such appointment appointed by the Chairman for the time being of The Scottish Branch of The Royal Institution of Chartered Surveyors and the findings of such arbiter shall be final and binding on both parties as to the matter under dispute and as to expenses, but specifically declaring that I and my foresaids shall not be entitled to carry out any filtering or other water processing operations within the boundaries of the subjects hereby disposed.</p>

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
12	<p>Disposition by Earl of Hopetoun to Scottish Power plc and their successors and assignees (who and whose successors as proprietors are herein referred to as "my Disponees"), registered 18 Dec. 2000, of 0.255 hectares of ground at the electricity sub-station site at Glengeith Farm, Elvanfoot contains the following rights that affect the subjects in this Title: A non exclusive servitude right of access for pedestrian and vehicular traffic over the access road to the sub-station site; and also with servitude rights of laying, maintaining, repairing, renewing and replacing cables, wires, pipes, drains and other underground works to and from the subjects hereby disposed and across Glengeith Farm to public roads or to connection points for services and public utilities as the case may be.</p>

D. BURDENS DETAIL

Title Number: LAN171259

Hectarage Code: 7565.7

Number of Burdens: 13

Entry Number	Burden Detail
13	<p>Lease, referred to in the Property Section, between Adrian John Charles Hope, Marquess of Linlithgow and Andrew victor Arthur Charles, Earl of Hopetoun (together hereinafter called "the Landlord" which expression includes all persons succeeding to the interest of the Landlord in the Let Subjects hereinafter defined) and Leadhills Sporting Limited (who and whose permitted successors and assignees are hereinafter called "the Tenant" but not so as to include continuing liability for a cedent following a permitted assignation becoming effective, registered 10 Dec. 2003, of the subjects in this Title, in the following terms: IT IS CONTRACTED AND AGREED between the parties as follows:-</p> <p>1. INTERPRETATION 1.1 In this Lease, unless there is something in the context inconsistent therewith:- 1.2 Words importing the singular shall include the plural and words importing the masculine gender shall include the feminine gender and vice versa and where at the time in question there are two or more persons included in the expression "the Tenant", the obligations expressed to be undertaken by the Tenant shall be deemed to be undertaken by such persons jointly and severally on them and their respective successors and assignees, executors and representatives whomsoever without the necessity of discussing them in their order but not so as to include continuing liability under these presents for a cedent following a permitted assignation being effected. The word "person" shall mean an individual, partnership, company, public authority or any other body whatsoever. 1.3 If the Tenant consists of a firm or partnership the obligations of the Tenant shall be binding jointly and severally not only on all persons who are partners of the firm at the time that this Lease is executed but also on all persons who shall become partners of the firm at any time during the currency of this Lease and their respective executors and representatives whomsoever as well as on the firm and its whole assets and such obligations shall subsist notwithstanding any change or changes which may take place in the name of the firm or constitution of the partnership and the retiral, death or outgoing, insolvency or bankruptcy of any individual partner shall not of itself discharge such partner or his executors from such partner's joint and several liability in terms of this Lease. The Landlord shall be entitled to discharge any of the persons who is or has been a partner in such firm without in any way discharging any of the remaining persons who is or has been a partner in such firm and the Landlord will not unreasonably withhold consent to release a retiring partner or the executors of a deceased partner if the Tenant can demonstrate to the Landlord's reasonable satisfaction that the remaining partners are capable of fulfilling the Tenant's obligations under this Lease and are respectable, responsible and of good covenant. 1.4 Any reference to an Act of Parliament (except the Town and Country Planning (Use Classes) (Scotland) Order 1997) shall include any modification, extension or re-enactment thereof for the time being in force and all instruments, orders, regulations, permissions and directions for the time being made or given thereunder or deriving validity therefrom. 1.5 Any obligation by the Tenant not to do an act or thing shall be deemed to include an obligation not to agree or suffer or permit such act or thing to be done by any agent, employee, invitee, contractor or others for whom the Tenant is responsible in law. 1.6 Any reference to an act, omission or default of the Tenant shall be deemed to include an act, omission or default of their sub-tenants, agents, employees, invitees, contractors, licensees and others for whom the Tenant is responsible in law. 1.7 Any reference to any property including the Let Subjects shall include any part of it. 1.8 The Schedule annexed and executed as relative to this Lease ("the Schedule") shall be deemed to form part of this Lease. 2. LEASE AND DURATION 2.1 In consideration of (1) the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) STERLING exclusive of Value Added Tax paid to the Landlord by the Tenant of which sum the Landlord hereby acknowledges the receipt and (2) the rent and other prestations hereinafter specified the Landlord hereby lets to the Tenant but excluding always assignees legal or conventional and sub-tenants (except as provided for in Clause 5.41 of this Lease) and creditors and managers for creditors in any form except where permitted under this Lease the Shooting Right over the Grouse Moor, the Cottages, the Lunch Huts, the Game Larder and any Additional Buildings as the same are more particularly described and defined in Part 1 of the Schedule together with the whole heritable fittings and fixtures therein and thereon and all other fixtures, fittings, floor coverings and any other moveable items which at the expiry or sooner termination of this Lease would become the Landlord's fittings and fixtures (hereinafter referred to as "the Let Subjects") TOGETHER ALSO WITH the rights and others, specified or</p>

referred to in Part 2 of the Schedule (subject as therein mentioned); but EXCEPTING and RESERVING to the Landlord and all others for the time being authorised by them or otherwise entitled thereto the rights and others specified or referred to in (a) this Lease including but not limited to those contained in Part 3 of the Schedule and (b) the leases, licences and agreements previously created over any part of the subjects affected by this Lease. 2.2 The duration of this Lease shall be from 30 September 2003 ("the Date of Entry") (notwithstanding the date or dates hereof) to 1 December 2023. 2.3 The Tenant shall be permitted, but not obliged to terminate this Lease:- 2.3.1 On the fifth, tenth and fifteenth anniversaries of the Date of Entry but only if written notice is given by the Tenant to the Landlord not later than six calendar months prior to the relevant anniversary (time being of the essence) or 2.3.2 On the use of the Grouse Moor as a driven grouse moor becoming impossible in practice as a result of any legislative changes (whether or not the actual shooting of grouse is prohibited), but only on the Tenant giving the Landlord not less than six months notice in writing. In the event of the Lease being terminated by the Tenant as aforesaid then subject to provisions of Clause 5.39 of this Lease there shall be no compensation due by the Tenant to the Landlord but that without prejudice to the rights and remedies of the Landlord in respect of any previous breach of this Lease by the Tenant. 2.4 The Landlord shall be permitted, but not obliged to terminate this Lease on the tenth anniversary of the Date of Entry and every succeeding anniversary but only (i) in the event of the Landlord selling the Grouse Moor and (ii) if written notice is given by the Landlord to the Tenant not later than six calendar months prior to the relevant anniversary (time being of the essence). In the event of this Lease being terminated by the Landlord as aforesaid then the Landlord shall acquire from the Tenant the whole equipment as provided for at Clause 9.1 at the value to an incoming sporting tenant who is deemed to be continuing to run the Grouse Moor as a well equipped driven grouse moor declaring that in no circumstances should the value of any items be greater than the purchase price of those items and the values should take into account wear and tear as well as the condition of the items and also any enhancement from the items being in situ ("the equipment valuation") and shall compensate the Tenant as follows:- 2.4.1 If the Landlord terminates this Lease as aforesaid at the tenth, eleventh, twelfth, thirteenth, fourteenth or fifteenth anniversaries of the Date of Entry then the Landlord shall pay to the Tenant 25% of the capital market value as at the date of sale of the Let Subjects. For the avoidance of doubt the value of the Shooting Right will be the market value of a 175 year lease of the Shooting right and the value of the Cottages, the Lunch Huts, the Game Larder and any Additional Buildings will be their freehold vacant possession value ("the Value"). 2.4.2 If the Landlord terminates this Lease as aforesaid at the sixteenth anniversary of the Date of Entry then the Landlord shall pay to the Tenant 20% of the Value. 2.4.3 If the Landlord terminates this Lease as aforesaid at the seventeenth anniversary of the Date of Entry then the Landlord shall pay to the Tenant 15% of the Value. 2.4.4 If the Landlord terminates this Lease as aforesaid at the eighteenth anniversary of the Date of Entry then the Landlord shall pay to the Tenant 10% of the Value. 2.4.5 If the Landlord terminates this Lease as aforesaid at the nineteenth anniversary of the Date of Entry then the Landlord shall pay to the Tenant 5% of the Value. For the avoidance of doubt the all the above payments shall be exclusive of VAT and the Tenant will permit the Landlord to structure such payment for the purposes of Value Added Tax in such manner as may be most beneficial to the Landlord provided that such payment conforms with the then current Value Added Tax legislation and is not prejudicial to the Tenant. 3. RENT 3.1 The Tenant binds and obliges itself to pay to the Landlord without any deduction or retention by equal quarterly payments in advance on the usual Scottish Quarter Days of 28th February, May, August and November (without any demand therefore) the clear yearly rent, in respect of the Let Subjects of:- 3.1.1 for the period from the Date of Entry to the fifth anniversary thereof the sum of TWENTY FIVE THOUSAND POUNDS (£25,000) sterling per annum (the first years rent being abated pro rata in respect of the period from the commencement of the Lease to the Date of Entry). 3.1.2 for the period from the fifth anniversary of the Date of Entry to the tenth anniversary thereof the sum of THIRTY THOUSAND POUNDS (£30,000) sterling per annum, 3.1.3 for the period from tenth anniversary of the Date of Entry to the fifteenth anniversary thereof the sum of FORTY THOUSAND POUNDS (£40,000) sterling per annum and 3.1.4 for the period following the fifteenth anniversary of the Date of Entry the sum of FORTY FIVE THOUSAND POUNDS (£45,000) sterling per annum, all exclusive of Value Added Tax and that by Bankers Order if so requested by the Landlord, the first of such payments to be made on the Date of Entry and such payment shall cover the period from the Date of Entry until the rent payment date next

succeeding and the next payment shall be due at such rent payment date next succeeding for the quarter succeeding and so forth, quarterly and proportionally thereafter with interest thereon as provided for in Clause 4.5 of this Lease. 3.2 On the first occasion in the duration of this Lease, whenever occurring, when the 3 year rolling average of grouse shot in each season exceeds 1,750 brace, a payment by way of additional rent in the sum of £100,000 will be made to the Estate on 1st March following the last season which was used in assessment of this rolling average. 3.3 After the payment shown in clause 3.2 above has been made, the three year rolling average of grouse shot shall be calculated afresh, beginning with the season following the payment made under clause 3.2, and thereafter a further amount of £100,000 by way of additional rent will be paid to the Estate when the 3 year rolling average again exceeds 1,750 brace of grouse shot. This second payment shall be made to the Estate on 1st March following the last season which was used in assessment of this rolling average. For the avoidance of doubt, the total combined sum which may become due under these clauses 3.2 and 3.3 shall be £200,000 during the whole period of the Lease. 4. TENANT'S MONETARY OUTGOINGS 4.1 The Tenant hereby undertakes throughout the currency of this Lease:- 4.2 to pay the rent and any revised rent provided for herein on the dates and in the manner aforesaid; 4.3 To pay when due and so satisfy and free and relieve the Landlord of all rates (including any sporting rates), taxes, assessments, duties, charges, impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) which are, at any time during the period of this Lease, payable by the owner or occupier in respect of the Let Subjects other than taxes on the rent payable under this Lease or taxes arising on the disposal or deemed disposal by the Landlord of or other dealing by the Landlord with its interest in the Let Subjects; 4.4 To pay to the Landlord such amount of Value Added Tax at the rate for the time being in force which shall be legally payable in respect of all monies including the rent and additional rent undertaken to be paid by the Tenant under this Lease on receipt of valid Value Added Tax invoice and in every case where in this Lease the Tenant undertakes to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon. 4.5 To pay on demand to the Landlord all without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, interest at the rate of interest which is four percentage points above the base rate for the time being of the Bank of Scotland (hereinafter referred to as "the Prescribed Rate") on any rent or any sum of money payable or reimbursable to the Landlord under this Lease which shall have become due but remain unpaid for fourteen days, such interest to run as well after as before any judgement from the date when the same shall become due until payment thereof. 4.6 To pay on demand to the Landlord the costs and premiums incurred by the Landlord in respect of the Let Subjects for effecting and maintaining the insurances specified in Clause 6 of this Lease. 4.7 To pay forthwith, when due, all costs and charges whatsoever incurred in respect of the period of this Lease for gas, telecommunications, electric current and power, water and other services or utilities supplied to or for the Let Subjects. 5. TENANT'S OBLIGATIONS 5.1 The Tenant shall observe and perform throughout the currency of this Lease the conditions, obligations and others to be performed by the Tenant specified or referred to in this Lease including but not limited to those specified or referred to in this Clause 5. 5.2 The Tenant shall, throughout the currency of this Lease, employ a minimum of five full time competent moorland keepers on terms and conditions appropriate for moorland keepers and in keeping with the industry standard subject to it being understood that there may arise temporary gaps in employment of keepers which the Tenant shall use best endeavours to minimise. 5.3 The Tenant shall provide to the Landlord on request full employment details of all employees employed at any time by the Tenant in relation to the Let Subjects. 5.4 The Tenant shall be responsible for all salaries and other emoluments including holiday pay, tax and national insurance payments and contributions to any retirement benefit or pension schemes relating to any employees from and after the Date of Entry until the Lease is terminated. Thereafter the responsibility will lie with the Landlord. An apportionment of salaries and other such payments shall be made as at the date of termination of the Lease. 5.5 The Tenant shall indemnify the Landlord against all actions, proceedings, liabilities, obligations, costs, claims and demands arising from or in connection with any employees in relation to their employment by the Tenant from and after the Date of Entry until the Lease is terminated howsoever arising. 5.6 Prior to the fifteenth anniversary of the Date of Entry the Tenant shall furnish the Landlord with the Curriculum Vitae of and all references pertaining to any proposed new Head Keeper and obtain the approval of the Landlord before employing a new Head Keeper which approval

shall not be unreasonably withheld or a decision thereon unreasonably delayed. Following the fifteenth anniversary of the Date of Entry the Tenant shall keep the Landlord fully informed and shall jointly undertake the whole selection process for the employment of a new Head Keeper. This shall be in addition to obtaining the approval of the Landlord as aforesaid which approval shall again not be unreasonably withheld or a decision thereon unreasonably delayed. 5.7 The Tenant shall use its best endeavours to put and keep the Grouse Moor in excellent condition as a top class driven grouse moor. For the avoidance of doubt the following presumptions shall apply in respect of the foregoing obligation contained in this Clause 5.7. 5.7.1 effective vermin control 5.7.2 a proper burning regime of the heather 5.7.3 improvement and maintenance of roads, lunch huts, butts, and other structures for improving the enjoyment of the Shooting Right 5.7.4 good habitat management in conjunction with any sheep farming operation 5.7.5 proper equipment for the employed game keepers 5.7.6 a comprehensive health and safety policy 5.7.7 policies for improving heather areas including re-establishment of heather and bracken control where appropriate 5.7.8 an appropriate shooting policy. 5.8 The Tenant shall produce a management regime and programme of improvements in respect of the Grouse Moor to be specified in a draft management plan within six months of the date of Entry. The said draft management plan shall take account of the presumptions in the foregoing Clause 5.7 and shall thereafter be adjusted and agreed between the parties. The agreed management plan ("the Management Plan") shall be revised and updated at the fifth anniversary of the Date of Entry and every five years thereafter such revisions to be adjusted and agreed between the parties. Once agreed between the parties the Tenant shall undertake the actions and requirements contained in the Management Plan and any failure so to do shall be treated as breach of the terms of this Lease. In the event of any disagreement or dispute between the parties as to (1) the actions and requirements to be incorporated into the Management Plan or, (2) once agreed, the Tenant's subsequent compliance with the actions and requirements specified in the Management Plan then the matter shall be resolved in terms of Clause 11. In agreeing the terms of the Management Plan and in its subsequent interpretation account shall be taken of the terms of any contract farming agreement or other arrangement for the management of the sheep stock on the Grouse Moor. 5.9 Notwithstanding Clause 5.7 the Tenant shall comply with all existing ESA Agreements, Organic Aid Schemes, Rural Stewardship Schemes or similar schemes ("Habitat Agreements") which may affect the Grouse Moor and in respect of which the Tenant shall have been made aware and shall comply with all future Habitat Agreements in so far as they are not prejudicial to and do not conflict with Tenant's obligation under Clause 5.7. All payments made in respect of such Habitat Agreements shall belong to the Landlord or the current tenant or occupier of the relevant part of the Grouse Moor in respect of which the payments are made unless a separate agreement is reached with the Tenant in respect of any inputs made by the Tenant. Both parties shall disclose to the other party forthwith any new Habitat Agreements or variations thereof of which they may become aware. 5.10 The Tenant shall exercise the Shooting Right in accordance with good sportsmanlike practice and ensure that all persons deriving a right to shoot on the Grouse Moor shall possess a valid shotgun certificate and valid game licence and that the provisions of the Wildlife and Countryside Act 1981 and all other statutory provisions affecting the preservation of wildlife are adhered to. 5.11 The Tenant shall keep full and detailed records of all matters pertaining to the running of a top class grouse moor which, without prejudice to the foregoing generality shall include all records of all game and vermin shot and annual grouse counts and shall provide such information to the Landlord whenever asked or otherwise at the twice yearly meetings provided for in Clause 5.12. For the avoidance of doubt all game shot shall be the property of the Tenant. 5.12 The Tenant shall meet with the Landlord/Landlord's agent (unless otherwise agreed) twice yearly in January and July when the parties will review the Management Plan the current and proposed works pertaining to the Let Subjects and the Grouse Moor and all matters pertinent to the management of a top class driven grouse moor. 5.13 The Tenant shall in the final shooting season of this Lease agree with the Landlord the number of shooting days in that season so as to ensure a good stock of grouse on the moor (insofar as this is possible) at the expiration of the term. In the event that the parties are unable to agree then the matter should be referred to arbitration in terms of Clause 11.1. 5.14 The Tenant shall permit the Landlord (should the Landlord so elect) to enjoy one day walked up grouse shooting with a team of five guns each year unless the Tenant shall decide that there shall be no grouse shooting in that year. Should the Tenant consider from the evidence of grouse counts and grouse shot to date in that season ("the

evidence") that there will be shot in excess of 1000 brace of grouse in that season then the Tenant shall permit the Landlord to enjoy a second day walked up grouse shooting with a team of five guns. Should the Tenant consider from the evidence that there will be shot in excess of 1750 brace of grouse in that season then the Tenant shall permit the Landlord to enjoy one day driven grouse shooting for a team of eight guns. Should the Tenant consider from the evidence that there will be shot in excess of 2250 brace of grouse in that season then the Tenant shall permit the Landlord to enjoy a second day driven grouse shooting for a team of eight guns. Should the Tenant consider from the evidence that there will be shot in excess of 3000 brace of grouse in that season then the Tenant shall permit the Landlord to enjoy two further days driven grouse shooting for teams of eight guns. For the avoidance of doubt all the days shall be cumulative. The Landlord shall have the option of taking four walked up days for teams of eight of guns in place of the first two driven days or alternatively two walked up days for the first driven day and then the second day as a driven day. In connection with the foregoing the following shall apply:- 5.14.1 the Tenant shall provide the Landlord no later than 1st June in any year with all the shooting days for the forthcoming season (including walked up days) on a best case scenario basis and identifying the days to which the Landlord would be entitled. 5.14.2 the shooting dates shall be confirmed at the July meeting and a decision taken as to whether there shall be any shooting for the forthcoming season thereby confirming whether the Landlord shall enjoy the first walked up day. 5.14.3 all subsequent days allocated to the Landlord shall be subject to cancellation by the Tenant as a result of unexpected underperformance. 5.14.4 the Landlord shall meet the cost of the beaters, loaders, flankers, pickers up and transport around and on the moor (if any) insurance for bad weather cancellation and insurance for all third party risks (for not less than TEN MILLION POUNDS (£10,000,000) for each and every claim) and lunch on each of the shooting days enjoyed by the Landlord. Notwithstanding any bad weather insurance the Tenant shall use all reasonable endeavours to provide the Landlord with a replacement day's shooting in that season in the event that a Landlord's shooting day is cancelled due to bad weather. 5.14.5 on all shooting days enjoyed by the Landlord the guns will be entitled to retain an appropriate quantity of the grouse shot for their own consumption. 5.14.6 in the event that the Tenant lets any of the shooting days then the Landlord shall be given first option to take up to four more days driven grouse shooting for the Landlord's own use (always providing the Tenant wishes to let that many). A 20% discount to the then current market rate per brace of grouse shot would apply on each occasion. For the avoidance of doubt on let days in terms of this Clause 5.14.6 the Tenant shall meet the cost of the beaters, loaders, flankers, pickers up and transport around and on the moor (if any) insurance for bad weather cancellation and insurance for all third party risks as provided for in Clause 5.38. 5.14.7 in the event that the total number of grouse shot in any season exceeds expectation with the result that the Landlord has not enjoyed all the shooting days to which the Landlord would otherwise have been entitled in terms of this Clause 5.14 then the Landlord shall be entitled, as a matter of priority, the following shooting season to enjoy an equivalent day or days to that foregone (i.e. walked up or driven) and in the event that the Landlord is provided with a shooting days as a result of this sub Clause 5.14.7 then the Tenant shall compensate the Landlord to the extent that the total number of grouse shot in each driven day falls short of 80 brace (on the basis that a cartridge to kill ratio of at least 4:1 has been achieved) and in each walked up day falls short of 25 brace (on the basis that a cartridge to kill ratio of 3:1 has been achieved) and that at the market rate in the preceding season per brace of grouse shot ("the market rate"). In the event that there are insufficient grouse to permit shooting in such following season or at the option of the Landlord the Tenant shall compensate the Landlord at the market rate which for a walked up day shall be calculated on 25 brace and for a driven day shall calculated on 80 brace. 5.15 The Tenant shall permit the Landlord to enjoy, in each year, three days walked up rabbit shooting on those parts of the Grouse Moor where heather is not growing, on dates to be agreed. 5.16 The Tenant shall use the Let Subjects solely for the purpose of running and enjoying a top class driven grouse moor and for no other purpose whatsoever without the Landlord's prior consent in writing. 5.17 The Tenant shall permit a minimum of three and a maximum of four of the Keepers employed by the Tenant to assist the Landlord with the Landlord's pheasant shoot in West Lothian for a maximum of five days in each pheasant shooting season. 5.18 The Tenant in exercising the Tenant's right to create new roads on the Grouse Moor shall not create any new junctions onto any public road. 5.19 The Tenant hereby accepts the Cottages, the Lunch Huts, the Game Larder and any Additional Buildings (together hereinafter referred to as "the Buildings") at the

commencement of this Lease in their present condition and will forthwith put the Buildings in all respects in good and substantial and tenantable repair and condition and fit in all respects for the purpose for which they are let and the Tenant shall at all times throughout the whole currency of this Lease or for so long as the Buildings remain part of the Let Subjects uphold, maintain, repair and renew the Buildings including all parts common to the Buildings and other property included within the Buildings so as to keep the Buildings in good and substantial and tenantable repair, condition and state of decoration and state of cleanliness (which for the avoidance of doubt shall include keeping any garden ground in a tidy and maintained condition) to the satisfaction of the Landlord it being declared that the Tenant's obligations shall extend to all work necessary to the Buildings and common parts as aforesaid whether of the nature of maintenance, repair, renewal or (when necessary) rebuilding and whether normally the obligation of a landlord or of a tenant (and irrespective of the cause of the damage or destruction necessitating such repair, renewal or rebuilding) and the Tenant shall replace from time to time the Landlord's fixtures, fittings and appurtenances in the Buildings which may be or become beyond economic repair at any time during or at the termination of the period of this Lease irrespective of the cause necessitating such replacement, and further the Tenant's obligations shall extend to the maintenance, repair and renewal and if necessary replacement of all services within and external to but serving only the Buildings including all drainage systems and gas, electricity and water supplies and any other services; But provided always that there is excluded from the Tenant's obligations under this Clause 5.19 damage by any of the Insured Risks unless and to the extent that payment of the insurance monies is withheld, refused or rendered irrecoverable wholly or in part by reason of any act or default of the Tenant or the Tenant's sub-tenants or any other permitted occupier or the employees, agents, licensees or invitees of any of the foregoing or any other person for whom the Tenant is responsible in law and then only if and to the extent that the Tenant has not reimbursed the Landlord the sum then due under Clause 5.21. 5.20 The Tenant shall not bring or permit to be brought into the Buildings or to place or store or permit to be placed or stored or to remain in or about the Buildings any article or thing which is or may become dangerous, inflammable, radio-active or explosive (but specifically excepting cartridges and other articles or things which are required for the purposes of the Tenant's operation of the Let Subjects provided that the same may be legally so held and are stored in conformity with prevailing legislative requirements) and not to carry on or do or permit to be carried on or done thereon any hazardous trade or act in consequence of which the Landlord would or might be prevented from insuring the Buildings at the ordinary rate of premium or whereby any insurance effected in respect of the Buildings would or might be vitiated or prejudiced and not without the written consent of the Landlord to do or allow to be done anything whereby any additional premium may become payable for the insurance of the Buildings or any such other property. 5.21 In the event of the Buildings or the Garage (as more particularly described and defined in Part 2 of the Schedule) being destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against the same being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant or the Tenant's sub-tenants or other permitted occupier or the employees, agents, invitees or licensees of any of the foregoing then and in every such case the Tenant will forthwith pay to the Landlord on demand a sum equal to the whole or (as the case may require) the irrecoverable portion of the cost (including professional and other fees) of completely rebuilding and reinstating the same whether or not the Buildings or the Garage or others are so rebuilt and reinstated. 5.22 Once every seven years during the term of this Lease and within the period of three months prior to the date of expiry or earlier termination of this Lease (unless already carried out within the previous period of two years or the termination is at the instance of the Landlord) the Tenant shall paint with two coats at least of a good quality paint and shall well and satisfactorily grain, tile, varnish, paper, plaster and treat as appropriate all the inside wood and metal work of the Buildings and all other parts of the interior of the Buildings which are usually or ought to be so painted and/or treated and all additions thereto in accordance with good standards of workmanship to the reasonable satisfaction of the Landlord and in such colours and with such preservatives and/or decorative materials as may be approved in writing by the Landlord prior to the commencement of the work (which approval shall not be unreasonably withheld). 5.23 Once every five years during the term of this Lease and within the period of three months prior to the date of expiry or earlier termination of this Lease (unless already carried out within the previous period of two years

or the termination is at the instance of the Landlord) the Tenant shall paint with two coats at least of a good quality paint and shall well and satisfactorily treat as appropriate all the outside woodwork and iron or metal work and other parts of the exterior of the Buildings and all additions thereto as are usually or ought to be so painted and/or treated and all additions thereto in accordance with good standards of workmanship to the reasonable satisfaction of the Landlord and in such colours and with such preservatives and/or decorative materials as may be approved in writing by the Landlord prior to the commencement of the work (which approval shall not be unreasonably withheld). 5.24 The Tenant shall keep in good and substantial repair and condition and where necessary renew and replace any equipment within or exclusively serving the Buildings from time to time including, but without limitation, lighting, boilers and heating installations, fire precaution equipment and fire/smoke alarm systems and all other such equipment ("Plant and Equipment"). 5.25 The Tenant shall keep in good and substantial repair and keep clear and free from obstruction all channels, drains, sewers, pipes, wires, cables, aerials or other conducting media, pumps, valves, meters and connections forming part of the Buildings ("Service Systems") and the Tenant shall take all necessary steps against frost damage to pipes and water apparatus and all reasonable care to avoid water damage to the Buildings by reason of the bursting or overflowing of any pipes, tanks or water apparatus. 5.26 The Tenant shall comply promptly with all requirements of the local authority, the fire service, and the Landlord's insurers in respect of any heather burning by the Tenant on the Grouse Moor or fire/smoke alarm systems within the Buildings. 5.27 The Tenant shall at all times use its best endeavours to keep the Buildings, the Garage and the Grouse Moor (but that only in relation to the Shooting Right) in a clean and tidy condition and clear of all rubbish including expended cartridges. 5.28 The Tenant shall upon reasonable notice given (except in the case of an emergency when notice will not be required) permit the Landlord or its agents at all reasonable hours to enter the Buildings and the Garage for the purposes of inspection or any other purpose and the Landlord may give notice in writing to the Tenant of any defects or want of repair or decoration which fall within the Tenant's obligations under this Lease, and the Tenant shall be bound within such reasonable period as the Landlord may specify in such notice to repair, redecorate and make good the same according to the satisfaction of the Landlord and shall pay to the Landlord the costs incurred by the Landlord (including any legal costs and surveyors' fees) in preparing such notice and in the supervision and inspection of the necessary work; PROVIDED ALWAYS that if the Tenant shall not within two months after service of such notice (or immediately in case of emergencies) commence and proceed diligently with the execution of the repairs and works referred to in such notice it shall be lawful (but not obligatory) for the Landlord (without prejudice to their other rights hereunder) to enter upon the Buildings and the Garage or authorise workmen to do so at any time after the expiration of such period and execute such repairs and works and the cost thereof (including any legal costs and surveyors' fees and charges incurred by the Landlord in respect of execution of such repairs and works) shall be repaid by the Tenant to the Landlord and be recoverable forthwith. 5.29 The Tenant and those for whom the Tenant is responsible shall not pass into sewers, drains, or watercourses serving the Buildings, the Garage or the Grouse Moor any noxious or deleterious effluent or other substance which might cause any obstruction in or injury to the said sewers, drains or watercourses and in the event of any such obstruction or injury forthwith to make good all such damage to the entire satisfaction of the Landlord. 5.30 The Tenant shall not make or permit to be made any alterations or additions to the Buildings, the Garage or the Grouse Moor except with the prior written consent of the Landlord and in accordance with such reasonable conditions as the Landlord may impose and only in accordance with the plans and specifications approved in writing by the Landlord in advance, which consent and approval shall not be unreasonably withheld or a decision thereon unreasonably delayed (except in the case of the Garage). Notwithstanding the foregoing the Landlord shall use all reasonable endeavours to provide the Tenant with suitable Additional Buildings for the purpose of developing a new shoot complex. 5.31 The Tenant shall not do anything on or in relation to the Let Subjects which may be or tend to become a nuisance or disturbance to the Landlord or to neighbouring tenants or occupiers and shall not use the Buildings, the Garage or the Grouse Moor for any sale by auction, exhibition or public meeting or entertainment or for any illegal or immoral purpose. For the avoidance of doubt shooting, vermin control, heather burning shall be excluded from the provisions of this Clause 5.31 provided they are carried out in a reasonable manner. It shall be deemed to be reasonable if said activities are carried out in accordance with normal practice on a driven grouse moor. 5.32 The Tenant

shall comply at its own expense with the provisions and requirements of and shall execute all works required under all Acts of Parliament and subordinate legislation and any notices and directions issued thereunder (including without prejudice to the foregoing generality, the Planning Acts, the Fire Precautions Act 1971, the Health and Safety at Work et cetera Act 1974, the Control of Pollution Act 1974, the Ancient Monuments and Archaeological Areas Act 1979, the Wildlife and Countryside Act 1981, the Water Act 1989, the Environmental Protection Act 1990 and the Environment Act 1995) already or hereafter to be passed relating to the Buildings, the Garage and the Grouse Moor and their use and that whether the said provisions are imposed on the owner or the occupier of the Buildings, the Garage and the Grouse Moor and the Tenant shall indemnify the Landlord against all fees, penalties, charges, claims, costs and expenses properly incurred in relation to the same or any breach thereof and the Tenant shall not do or permit to be done (in so far so as the Tenant has right in terms of this Lease) in or on the Buildings, the Garage and the Grouse Moor any thing whereby the Landlord may become liable to pay any penalty imposed or to bear the whole or part of any expenses incurred under any such Act of Parliament, subordinate legislation, notices or directions as aforesaid. 5.33 Upon the happening of any occurrence or upon the receipt of any notice, order, requisition, direction or thing which adversely affects or may be capable of adversely affecting the Landlord's interest in the Let Subjects or the Grouse Moor the Tenant shall forthwith at its own expense deliver full particulars or a copy thereof to the Landlord. 5.34 The Tenant shall permit the Landlord to fix and retain in a conspicuous position on the Buildings, the Garage and the Grouse Moor a notice board for the re-letting of the Let Subjects (in the event of the termination or likely termination for whatever reason of this Lease in whole or in part) and/or the sale of the same and not to take down or obscure the said notice board and to permit all persons authorised in writing by the Landlord or its agents to view the Buildings at all reasonable hours in the daytime upon prior appointment having been made. 5.35 The Tenant shall inform the Landlord immediately in writing of any defect in the Buildings, the Garage or the Grouse Moor which might give rise to a duty imposed by the title deeds, common law or statute on the Landlord in favour of any person and of any destruction of or damage to the Buildings, the Garage or the Grouse Moor by any peril or risk whatsoever as soon as the same shall come to the notice of the Tenant. 5.36 The Tenant shall observe and perform the agreements, obligations, burdens, conditions and others contained or referred to in the documents referred to in entries 1 to 12 of the Burdens Section (insofar as the same remain valid, subsisting and enforceable against the Landlord) and to keep the Landlord indemnified against all actions, proceedings, costs, claims and demands in any way relating thereto. 5.37 The Tenant shall indemnify the landlord in respect of all liability which may be incurred by the Landlord in connection with or incidental to all actions, proceedings, costs, claims and demands which might be made by any tenant, occupier, adjoining owner, or any other person whatsoever or any competent authority including, but without limiting the foregoing generality, those which may be incurred by reason of:- 5.37.1 any use of or activity pertaining to the Let subjects or the Grouse Moor by the Tenant or any other occupier (including shooting tenants) for which the Tenant is responsible during the period of this Lease or any defect in the Buildings or the Grouse Moor or any execution of any alterations or additions to the Buildings and the Grouse Moor by the Tenant or any other person permitted by the Tenant; 5.37.2 any breach by the Tenant of the obligations undertaken in this Lease; and 5.37.3 any interference or alleged interference or obstruction of (i) any right or alleged right of access, drainage or water supply or other right or alleged right now existing for the benefit of any property adjoining or neighbouring the Buildings or the Grouse Moor (ii) any statutory rights existing now or as may be enacted in the future for the benefit of the general public. 5.38 The Tenant will insure against any claims or liabilities which may arise in respect of the Tenant's use and operation of the Let subjects to the extent which the Landlord, acting reasonably, shall consider necessary (which, for the avoidance of doubt, shall not be less than TEN MILLION POUNDS (£10,000,000) STERLING) for each and every claim against public liability, employers' liability, property owners' and third party liability. The Tenant will have the Landlord's interest endorsed on the policy of insurance and the Tenant will exhibit to the Landlord on demand the policy of insurance and evidence that the premiums are fully paid and up to date. 5.39 At the expiration or sooner determination of the tenancy hereby created the Tenant shall quietly yield up the Let Subjects and the Landlord's fixtures and fittings in or on the Buildings and the Grouse Moor together with all additions and improvements thereto (subject to the provisions of Clause 5.30 hereof) and all fixtures which during the said tenancy may be affixed or fastened to or

upon the Buildings and the Grouse Moor without payment of compensation therefor and that in such repair and condition as is consistent with full and due performance by the Tenant of its obligations under these presents; Provided that if at such expiration or sooner determination, the Buildings and any Tenant's additions or improvements to the Grouse Moor shall not be in such repair and condition as aforesaid, either (i) the Tenant shall carry out at its entire cost the works necessary to put the Buildings and the Tenant's Grouse Moor additions and improvements into such repair and condition or (ii) at the option of the Landlord, the Tenant shall pay to the Landlord the sum equal to the cost of carrying out such works as such sum shall be agreed between the Landlord and the Tenant or, failing agreement, shall be determined by a single arbiter to be appointed on the application of either party by the Chairman (or senior office holder) of the Scottish Branch of the Royal Institution of Chartered Surveyors, and if the Tenant shall pay to the Landlord the sum so determined, together with the Landlord's proper and reasonable Surveyors' fees of and in connection with the ascertainment of the said cost within fourteen days of demand, the Landlord shall accept the same in full satisfaction of the Tenant's liability under this Clause quoad the works referred to in this proviso. If the Landlord elects to require the Tenant to carry out the works as aforesaid and the Tenant defaults in so doing, the Landlord shall be entitled to carry out such works at the entire cost of the Tenant and whether such works are carried out by the Tenant or (in default by the Tenant as aforesaid) by the Landlord there shall in addition be paid to the Landlord by the Tenant a sum equivalent to the rent which the Landlord would have received had this Lease subsisted until the date that all such necessary works had been completed, such sum to be paid on a date being fourteen days from the date of the Landlord informing the Tenant that all such works have been so completed. 5.40 The Tenant shall pay to the Landlord all properly incurred and reasonable costs, expenses, disbursements and fees (including but without prejudice to the generality of the foregoing, Solicitors' costs, Counsels', Architects' and Surveyors' and other professional fees and commission payable to a Messenger-at-Arms or Sheriff Officer) incurred by the Landlord:- 5.40.1 incidental to the preparation and service of all notices and schedules relating to wants of repair for which the Tenant is responsible under this Lease or requiring the Tenant to remedy any breach of any of the Tenant's obligations herein contained whether the same be served during or after the expiry or sooner determination of the period of this Lease; 5.40.2 in the preparation and service of a schedule of dilapidations for which the Tenant is responsible under this Lease at any time during or after the expiration of the period of this Lease (but relating in all cases only to dilapidations which accrued prior to the expiration or sooner determination of the period of this Lease howsoever the same may be determined); 5.40.3 in connection with or procuring the remedying of any breach of any obligation on the part of the Tenant contained in this Lease; and 5.40.4 in connection with or incidental to the making of any applications for any consent or approval (whether or not consent or approval is refused or the application withdrawn) and if consent or approval is given in connection with or incidental to the preparation of any licence or other document used to record such consent or approval. 5.41 The Tenant shall not assign this Lease or sublet or grant fixed securities as regards any part or all of the Let subjects, subject to the Tenant's right to let individual shooting days to shooting tenants. 5.42 In the event that the Tenant is granted an agricultural tenancy of the Grouse Moor (or part thereof) in terms of Clause 7.1 then the Tenant shall, at the expiration or the termination of the Lease (howsoever caused) forthwith renounce such agricultural tenancy and yield up the Grouse Moor to the Landlord, all in the terms provided in such agricultural tenancy. In the event that such agricultural lease is not renounced and the Grouse Moor not yielded up as aforesaid the Tenant shall, notwithstanding the termination of this Lease, continue to pay to the Landlord in each year a sum equivalent to the annual rent then payable by the Tenant in terms of this Lease in the year that this Lease is terminated and that until the said renunciation and yielding up have been satisfactory completed. 5.43 The Tenant shall exercise the Felling Right (as the same is more particularly described and defined in Part 2 of the Schedule) in accordance with the terms and conditions of any Felling License issued by the Forestry Authority. 5.44 The Tenant shall pay on the Date of Entry the costs of stamping the Lease and registering the same in the Books of Council and Session and obtaining two Extracts one of which shall be for the Tenant's use. 6. LANDLORD'S OBLIGATIONS 6.1 Subject to the reservations, conditions and others contained or referred to in this Lease the Landlord warrants this Lease to the Tenant at all hands, and shall allow the Tenant quiet enjoyment of the Let Subjects and shall co-operate with the Tenant as far as is possible so as to enable the Tenant to meet the Tenant's

obligation as provided for in Clause 5.7 of this Lease. Notwithstanding the foregoing the Landlord shall, acting reasonably, be entitled to carry out estate management activities provided that such activities shall not materially prejudice the Tenant's enjoyment of the Subjects of Let and the operation of the Shooting Right. 6.2 Subject to the Tenant paying the sums payable in Clause 4.6 of this Lease at all times during the period of this Lease the Landlord hereby undertakes that it will insure and (unless such insurance shall be vitiated in whole or in part by any act, neglect, default or omission of the Tenant or the Tenant's shooting tenants or other permitted occupier or of the employees, agents, licensees or invitees of any of the foregoing or any other person for whom the Tenant is responsible in law) keep insured the Buildings against loss or damage by the Insured Risks with such reputable insurance office or underwriters as may be selected by the Landlord and through such agency as may be selected from time to time by the Landlord for an amount to cover the costs (including the costs of Surveyors' and other professional fees and Value Added Tax where applicable) which would be likely to be incurred in reinstating the Buildings in accordance with the requirements of this Lease at the time when such reinstatement is likely to take place having regard to all relevant factors (including any increases in building costs expected or anticipated to take place at any time up to the date upon which the Buildings shall be fully rebuilt or reinstated) as the said amount shall be determined by the Landlord; provided always that the Landlord will only insure against the risks hereinbefore specified so long as and to the extent to which the Landlord is able to obtain such cover from the Landlord's insurers at reasonable rates of premium, whether that be in full, partially or not at all and subject to such excesses, exclusions or limitations as the Landlord's insurers require. The Landlord will have the Tenant's interest endorsed on the policy of insurance, and have the insurers waive any subrogation rights against the Tenant, and the Landlord will exhibit to the Tenant on demand the policy of insurance and evidence that the premiums are fully paid and up to date. Subject to the foregoing the Tenant, acting reasonably, shall be entitled to demand that the level of insurance cover in respect of the Buildings is increased to such sum as the Tenant may consider necessary. 6.3 In this Lease "Insured Risks" means (subject to the proviso to Clause 6.2) the following risks namely risks in respect of loss or damage by fire, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom, storm or tempest and flood and such other normal commercial risks as may from time to time reasonably be required by the Landlord or requested in writing by the Tenant. 6.4 The Landlord hereby undertakes as often as the Buildings shall be destroyed or damaged by any of the Insured Risks (unless and to the extent that payment of the insurance monies shall be withheld, refused or rendered irrecoverable in whole or in part by reason solely or in part of any act or default of the Tenant or the Tenant's shooting tenant or other permitted occupier or the employees, agents, licensees or invitees of any of the foregoing or any other person for whom the Tenant is responsible in law) to negotiate a settlement of all (if any) claims under the policy of insurance effected by the Landlord pursuant to Clause 6.2 and thereupon subject to the receipt of all insurance monies and all monies (if any) due under Clause 6.2 to rebuild, repair, restore and reinstate the Buildings with such variations as may be necessary or in the Landlord's opinion desirable having regard to statutory provisions, bye-laws and regulations then in force and any planning approval necessary and also to building standards then prevailing to the intent that the Buildings to be reconstructed shall conform to the practice then current it being hereby agreed that all monies to be received by virtue of any policy of insurance effected hereunder in respect of the Buildings (except for those in respect of loss of rent) shall be applied in so far as the same shall extend in rebuilding and reinstating the Buildings as aforesaid and PROVIDING AND DECLARING that if the Buildings or any part thereof are destroyed or damaged by any of the Insured Risks and if any competent authority lawfully refuses permission or otherwise lawfully prevents the rebuilding, restoration, repair or reinstatement as aforesaid of the damage done to the Buildings the monies received in respect of such insurance (so far as unapplied as aforesaid) shall forthwith be paid to the Landlord and, in this event the Landlord shall use all reasonable endeavours to provide the Tenant with suitable replacement buildings. 6.5 The landlord and the companies which they control which currently run a sheep farming operation over part of the Grouse Moor shall not, exceed a total stock level of 3800 breeding ewes over such part of the Grouse Moor for the duration of this Lease unless otherwise agreed between the parties. 6.6 The Landlord shall not carry out any tree planting on the Grouse Moor. 6.7 The Landlord shall provide the Tenant with not less than three months notice in writing prior to placing the Grouse Moor on the open market for sale. 6.8 The

Landlord shall indemnify the Tenant against all actions, proceedings, liabilities, obligations, costs, claims and demands arising from or in connection with any of the employees in relation to their employment by the Landlord after the date of termination of the Lease howsoever arising. 7. FARMING 7.1 Insofar as the parties have agreed a contract farming agreement for the management of the sheep stock on the Grouse Moor which has provisions for review or conversion to a lease contained therein it is declared for the avoidance of doubt that notwithstanding the Landlord's obligations in terms of Clause 6.1 the Landlord shall be entitled to maintain a minimum stocking level of 2500 breeding ewes on that part of the Grouse Moor presently farmed by the Landlord. 8. RESUMPTION/ALTERNATIVE USE 8.1 The Landlord shall be entitled to resume the Shooting Right for any purpose from any part or parts of the Grouse Moor subject to a limit of 100 acres in total for the duration of this Lease. The Landlord shall give at least two months' prior written notice and an appropriate amount of compensation shall be paid by the Landlord to the Tenant commensurate with loss to the Tenant of that part of the Shooting right so resumed. The Landlord shall also be entitled to erect wind turbines, pylons and any other erections in connection with electricity generation on any part or parts of the Grouse Moor classed as "white ground" and shown hatched blue on the Title Plan, but that subject to payment to the Tenant by the Landlord of an appropriate amount of compensation in respect of any diminution in the value of the Shooting right resulting therefrom. Any disagreement in terms of this Clause will be resolved in terms of Clause 11.1. 9. INGO/WAYGO 9.1 At the Date of Entry the Tenant will take over at the equipment valuation the Landlord's whole equipment for the running of the Grouse Moor as listed in part 4 of the Schedule. Should this Lease end at it's stated term date the Landlord shall be obliged to take over at the equipment valuation the Tenant's whole equipment for the running of the Grouse Moor in terms of an inventory which shall be prepared by the Tenant for Landlord's approval (which approval shall not be unreasonably withheld or delayed) not less than three weeks prior to the stated term date. All such equipment shall be duly delivered at the stated term date in a serviceable condition, duly serviced (where appropriate) and with such documentation as may be required therewith. Subject to Clause 2.4 in the event of the premature termination of this Lease (howsoever caused) the Landlord shall be entitled, but not obliged, to take over the Tenant's whole equipment as aforesaid or such items of the said equipment as the Landlord may desire on the foregoing terms. In the event of any disagreement in relation to the above the disagreement shall be resolved in terms of Clause 11.1. 10. PROVISOS 10.1 Save as hereinbefore provided in Clause 2.3.2 of this Lease this Lease shall continue in full force and effect notwithstanding damage or destruction of the Buildings or the Grouse Moor whether caused by any of the Insured Risks or through any other cause whatever. 10.2 The Tenant nor any shooting tenant (whether immediate or derivative) shall be entitled on quitting the Let Subjects to claim compensation from the Landlord under any Act of Parliament whether enacted before or after the date hereof. 10.3 No demand for or acceptance of rent by the Landlord or its agent with knowledge of a breach of any of the obligations on the part of the Tenant contained in this Lease shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach and the Tenant and any person taking any interest under or through the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Landlord or its agent as a defence in any action for irritancy or otherwise; Provided however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Landlord or its agent has received knowledge thereof. 11. ARBITRATION 11.1 Except as otherwise provided for in this Lease where there shall be any dispute between the parties as to the terms of this Lease, any valuation issues between the parties, the Management Agreement, or any other dispute in relation to the Let Subjects then the matter shall be referred to two Land Agents, one appointed by either party, and in the case of their disagreement to an independent person acting as sole arbiter, to be appointed by said Land Agents, whose decision and award of expenses in relation to such dispute shall be final and binding on both parties. In the event that the said Land Agents are unable to agree on which independent person to appoint then such a person shall be appointed by the President of the Scottish Branch of the Royal Institution of Chartered Surveyors at the instance of either party. Without prejudice to the foregoing generality and for the avoidance of doubt the remit of the said Land Agents and the said Arbiter shall extend not only to dispute resolution in terms of this Lease, but also to determining the provisions of the Management Plan or any revision or variation thereof in

terms of Clause 5.8. The Provisions of Section 3 of the Administration of Justice (Scotland) Act 1972 are hereby excluded. 12. DEFAULT 12.1 The Tenant hereby acknowledges and agrees that, subject to the provisions of Sections 4, 5 and 6 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985, if the rent or any other sum due by the Tenant under this Lease shall at any time be in arrears or if there shall be a breach of any of the obligations undertaken by the Tenant under the Lease or if the Tenant enters into liquidation or receivership or has an administrator appointed or in the case of an individual is sequestrated or signs a Trust Deed for behoof of his creditors or in either case shall make any arrangement with creditors then and in any such case it shall be lawful for the Landlord by notice forthwith to terminate this Lease and repossess the Let Subjects but without prejudice to and reserving any right of action or remedy of the Landlord in respect of any previous breach of any the obligations of the Tenant under this Lease provided however that in the event that such default is capable of being remedied the Landlord shall not exercise this option unless it shall first have given written notice to the Tenant with reference to this Clause requiring such fault to be remedied and the Tenant shall have failed to remedy the same within such reasonable period as shall be prescribed in the said notice (which in the case of non-payment shall be fourteen days). 13. NOTICES 13.1 Any notice, request or consent under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if sent by recorded delivery post (if the Tenant shall be an incorporated body) to its Registered Office and (if the Tenant shall be a person) to his last known address in Great Britain or Northern Ireland and (if the Tenant shall be a firm) to the firm and any one or more of the partners thereof at the firm's place of business and (in any other case) to the Tenant at the Let Subjects. Any notice to the Landlord shall be sufficiently served if sent by recorded delivery post to him at his last known address in Great Britain or Northern Ireland. Any notice sent by recorded delivery post shall be deemed duly served at the expiry of two days after the day of posting. In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenant or the Landlord (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed. Any Notice under this Agreement shall also be deemed to be validly served if served on the parties respective agents on their behalf, as follows; Landlord's Agent - The Factor, Hopetoun Estates Office, Newton, Broxburn, West Lothian EH32 6QD Tenant's Agent - J M Osborne & Co Grindsbrook House, 69 Oxford Road, Banbury, Oxfordshire OX16 9AJ Or on such other agents as the parties may notify to one another in writing. 14. LAW OF SCOTLAND 14.1 This Lease shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland. THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING LEASE PART 1 The Let Subjects 1. ALL and WHOLE the exclusive right of shooting game, ground game (including deer), wildfowl and vermin over the Leadhills Grouse Moors (extending to 7514 hectares or thereby) on the Leadhills Estate, Lanarkshire and as shown edged red on the Title Plan and a right to occupy the said Moors solely for that purpose (the said Leadhills Grouse Moors being hereinafter referred to as "the Shooting Right"). 2. ALL and WHOLE those four areas of ground with the Keeper's Cottages and outbuildings erected thereon as the same are more particularly shown tinted pink on Supplementary Plans to the Title Plan numbers 1, 2, 3 and 4 (all hereinafter referred to as "the Cottages"). In the event that any of the Cottages cease to be required as Keepers Cottages then they shall be surrendered to the Landlord forthwith and shall cease to form part of the Let Subjects. 3. ALL and WHOLE the sites of the existing Lunch Huts with the Lunch Huts erected thereon as the locations of same are shown tinted mauve on Supplementary Plans to the Title Plan numbers 2, 5, 6 and 7 and the sites of any future Lunch Huts which may be erected by the Tenant on the Grouse Moor in the future (which Lunch Huts presently existing and to be erected in the future are hereinafter referred to as "the Lunch Huts"). 4. ALL and WHOLE those areas of ground with the game larder and meeting room erected thereon in Leadhills village as the same are tinted blue on Supplementary Plan to the Title Plan number 3 ("both hereinafter referred to as "the Game Larder"). The Tenant shall be entitled at any time to surrender to the Landlord the Game Larder whereupon it shall cease to form part of the Let Subjects. 5. ALL and WHOLE any additional areas of ground with such buildings as may be erected thereon which areas of ground shall be identified on a plan or plans and agreed between the parties in writing (hereinafter referred to as "Additional Buildings"). PART 2 The Rights Granted 1. In connection with the exercise of the Shooting Right:- a. a right to manage the habitat on the Grouse Moor, b. a right of pedestrian and vehicular access

over the Grouse Moor, c. a right to build butts, roads and lunch huts on the Grouse Moor as required, d. a right to construct traps, middens, bridges, rails, hides or stands on the Grouse Moor as required. The foregoing rights a, b, c and d shall be exercised in accordance with the provisions of the management Plan. In connection with Cottages and any Additional Buildings:- a. all necessary rights of vehicular and pedestrian access thereto and therefrom b. all necessary rights of water supply and drainage. 3. A temporary right to use the ground floor of the lock up equipment store (workshop/garage) in Leadhills village, the locations of which are shown tinted brown on Supplementary Plan to the Title Plan number 3 (hereinafter referred to as "the Garage") pending suitable Additional Buildings being agreed as aforesaid and suitably renovated such they can be used in place thereof, but that subject to the Tenant being obliged to maintain the Garage to its present condition for so long as the right continues to be exercised. 4. A right to fell the timber over that part of the Grouse Moor known as the Waterhead Toll Wood shown edged brown on the Title Plan (hereinafter referred to as "the Felling Right").

PART 3 The Exceptions and Reservations

1. The right to enter upon Buildings at reasonable times (upon prior appointment) to make an inventory of the Landlord's fixtures and fittings, The right (but without implying any obligation upon the Landlord) to enter upon the Buildings at reasonable times upon prior notice (except in the case of emergency when no notice will be required) and to erect scaffolding on the Buildings the purpose of inspecting, cleaning, repairing or renewing any part of the Buildings including any part of the Plant and Equipment and the Service Systems, the Landlord making good all damage thereby caused to the Buildings and causing as little interference as reasonably practicable to the Tenant. The right to maintain and use in, under and on the Buildings all existing drains, sewers, septic tanks, pipes wires, cables, aerials or other conducting media, pumps, valves, metres and connections providing services to any other neighbouring property whether or not used in common with the Buildings or any part thereof, together with a right of access to the same for the purposes of maintenance, repairing and renewing and with power to the Landlord to alter same or the route of same (provided such alteration does not materially interfere with the Tenant's use of the Buildings) the Landlord making good all damage thereby occasioned to the Buildings and causing the least interference practicably possible to the Tenant's use and occupation of the Let Subjects. In the event that the Tenant has failed to effectively control the vermin on the Grouse Moor, the Landlord shall have the right to carry out vermin control, but not without having first given the Tenant notice of the Tenant's failure, and allowed the Tenant a reasonable period to remedy the same.

PART 4 Equipment List

	Guns			
1	Beretta 686 12 bore o/u shotgun Serial number D85350D Keeper - W Steel New £900	S/H	£500	
2	0.270 John Dickson rifle with telescopic sights Serial Number R/00061 Keeper - W Steel New £1,000	S/H	£500	
3	AYA Yeoman boxlock non ejector S/S 12 bore shotgun Serial number 234259 Keeper - J Hunter New £800	S/H	£100	
4	F Sarriugarte boxlock ejector S/S 12 bore shotgun Serial number 63961 (ejectors don't work) Keeper - G Ford New £1,000	S/H	£100	
5	Remington 1100 3 shot semi auto 12 bore shotgun Serial number N543545V New £750	S/H	£350	
				£1,550
	Bi-pods (for	3 of (new £70 each)	S/H	£135

rifles)				
Battery packs	3 of (new £70 each)		£75	
Spotlights	2 of (vehicle mounted) (new £100 each)		£100	
Spotlights	2 of (new £50 each)		£50	
Gun Cabinet	Gun Room - cost £170		£100	
Gun Cabinet	Estella		£100	
Gun Cabinet	Glencaple Cott.	S/H	£100	
Gun Cabinet	South Shortcleugh		£100	
Gun Cabinet	Rosebank		£100	£860
			Total	£2,410
Vehicles etc.				
Toyota Double Cab 4x4 R934KKS + Ivor Williams Canopy Keeper - W Steel Snr	S/H	£7,300	+VAT	
Toyota Single Cab 4 x 4 S743JSM + Ivor Williams canopy Keeper - W Steel Jnr	S/H	£6,400	+ VAT	
Suzuki Vitara 4 x 4 Keeper - G Ford New 1/4/02 Trailer	S/H S/H	£7,929 £250		
Same Explorer Tractor H927USA Howard FX2000 Front Loader Tractor Trailer Transporter Box	S/H	£3,500 £100 £100		
Argo-cat and Trailer	S/H	£1,500		
Bearcat 4 wd Motor Bike Trailer for above (new £715 summer 2002)		£1,400 £615		
Logic Flail Mower (new £3,000)	S/H	£1,000		
Kawasaki Strimmer and Harness (more than 10 yrs old)	S/H	£50		
Honda MTX 125 F reg. 2 wheeler motor bike	S/H	£100		
Safety Helmet (motor bikes x 4) £30 each)	S/H	£80		
	Total	£30,324	ex VAT	
Butt Building Equipment				
Flachter Spade (cutting turf)	(1)	£100		
Flachter Spade (cutting turf)	(1)	£40		
Rutting Spade	(1)	£100		
Rutting Space	(1)	£20		
Shovel (£10 each)	(2)	£20		
Mell	(1)	£50		
Stob holder	(1)	£30		

Pinch Bar		(1)	£40	
Wire Cutters		(1)	£50	
Saw (Bushman)		(1)	£5	
Saw		(1)	£5	
Pliers		(1)	£5	
Hammer		(1)	£3	
Fencing Pliers		(1)	£10	
Hawk		(1)	£25	£503
Heather Burning				
Fire Beaters	(£50 each)	(12)	£600	
Gas wand	(£25 each)	(4)	£100	£700
Vermin Control				
Crow cages (funnel type)	(£100 each)	(11)	£1,100	
Crow cages (letterbox sectional)	(£100 each)	(2)	£200	
Fox snares (set at midrens or lines)	(£1 each)	285	£285	
Bridge traps (springer Mk IV + pole)	(£6 each)	(57)	£342	
Tunnel traps (springer Mk IV + box)	(£6 each)	(22)	£1,326	
Traps (Doocot & Hotel Garage)	(£6 each)	(8)	£48	
Springer Mk IV spares		(6)	£36	
Fox snare spares	(£1 each)	(30)	£30	
Larsen Traps	(£30 each)	(5)	£150	£3,517
Miscellaneous				
Maxon Radios and chargers and cases			£400	
2 Horns		(2)	£10	
Gamebags (1 newish and 3 old) (£50 new)		(4)	£100	
Gunroom Heater (cartridge store) electric			£20	
Gunroom Heater - electric		(1)	£20	
Gunroom table and chairs			£100	
Freezer Game Larder		S/H	£50	
Pheasant Pens (1 roll rabbit net, roof net, stobs) (£120 each)		(4)	£480	
Partridge Pens (1 roll rabbit net, roof net, stobs, 1 roll) (£150 each)		(6)	£900	
HoppersPartridge tray type and barrel			£100	
Pheasant spring type etc			£100	
Leadhills Game Cards			£40	
				£2,320
GRAND TOTAL				£39,774

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