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LEASE

between

THE CROWN ESTATE COMMISSIONERS

and

DUNDEE CITY COUNCIL

Duration: 20 Years

Subjects: 2 areas of foreshore at Grassy Beach, West Ferry, Dundee

W&J BURNESS W.S.
solicitors

Edinburgh
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L 98/1

INLAND REVENUE
FINANCE ACT 1931
EDINBURGH STAMP 12

LEASE

between

THE CROWN ESTATE COMMISSIONERS, acting in exercise of the powers of the Crown Estate Act 1961 on behalf of the Queen's most Excellent Majesty (who acting as aforesaid and their successors are hereinafter called "the Commissioners")

and

DUNDEE CITY COUNCIL, constituted under the Local Government etc (Scotland) Act 1994 and having their principal office at City Chambers, Dundee (who and whose successors in right of the tenant's interest under this lease are hereinafter called "the Tenant")



The parties have agreed and do hereby agree as follows:-

Definitions and Interpretation

1. In this deed the following expressions have the meanings as follows:-

1.1 "Current Market Rent" - such clear yearly sum as is the best rent that could for the purposes of a review of the Rent at a Review Date or at any other date on which a review is to take effect in terms of the Lease, reasonably be obtained for a lease of the Subjects for the Duration but no account being taken of any monopoly value.

1.2 "Date of Entry" - 2 February 1997.

1.3 "Duration" - from the Date of Entry for a period of twenty years expiring on 1 February 2017.

1.4 "Lease" - this deed including any and all subsequent variations hereof.

1.5 "Payment Dates" - the dates on which the Rent or any portions thereof are payable being yearly on 2 February in each year.

1.6 "Permitted Use" - no use other than, in respect of that piece of ground marked "slipway" as a slipway and in respect of that piece of ground marked "Outfall Pipe" as an outfall pipe both in connection with the Grassy Beach Watersports Centre, operated by the Tenant.

1.7 "Rent" - the annual amount of THREE HUNDRED AND FIFTY POUNDS (£350) or such other annual amount as is agreed or determined on review of the Rent in terms of the Lease.

1.8 "Rent Payments" - the proportion of the Rent due and payable on the Payment Dates in advance being the whole amount.

1.9 "Review Date" - 2 February 2002 and each fifth anniversary thereafter.

1.10 "Subjects" - ALL and WHOLE those two areas of foreshore and seabed lying below mean high water springs ex adverso Grassy Beach, West Ferry, Dundee and for the purposes of registration of writs in the County of Angus as shown respectively delineated and coloured pink and marked "Slipway" and delineated and coloured blue and marked "Outfall Pipe" on the plan annexed and executed as relative hereto together with, where the context permits, the Works and any Additional Works.

1.11 "Water Line" - the mean high water springs boundary of the Subjects as shown on the aforementioned plan of the Subjects.

1.12 "Works" - the following works so far as the Commissioners have given written consent to them and have given written approval to the Tenant's plans and specifications thereof i.e. a slipway and outfall pipe.

1.13 "Additional Works" - works which in future are both consented to and approved as to the plans and specifications thereof in writing by the Commissioners for construction on the Subjects.

In these presents clause and sub-clause headings do not form part of the agreement and will not be taken into account in the construction or interpretation of it and words importing the singular include the plural and vice versa and words importing one gender include all other genders and where there are two or more persons included in the expression "the Tenant" the obligations therein or herein expressed or implied to be made by the Tenant are made by such persons jointly and severally and where the Tenant is a firm or partnership the obligations of the Tenant hereunder shall be binding jointly and severally on all persons who are or become partners of the firm during the Duration or before any early termination of the Lease and on their respective executors and representatives whomsoever as well as on the firm and its whole stock, funds, assets and estate without the necessity of discussing them in their order and such obligations shall subsist and remain in full force and effect notwithstanding any change or changes which may take place in the firm whether by the assumption of a new partner or partners or by the retirement, bankruptcy or death of any individual partner.

Lease

2. The Commissioners hereby let the Subjects to the Tenant from the Date of Entry for the Duration all in consideration of payment of the Rent and always subject to the public rights of navigation and fishing and other public rights, and to any other rights or overriding interests whatsoever exerciseable over the

Subjects at the Date of Entry and subject to the other reservations provided in and on the whole terms and conditions of the Lease.

Reservations

3. The Subjects exclude and there is reserved to Her Majesty and Her Successors (a) the whole mines, metals, minerals and fossils on or in the Subjects with right to search for, work, win, raise, calcine and carry away said mines and others and to do everything reasonably necessary for all or any of these purposes, but without right to enter the surface of the Subjects or to lower the surface and subject to payment to the Tenant of compensation for all loss or damage howsoever arising, including consequential loss, which the Tenant may sustain from the exercise of the said right after the Date of Entry which loss or damage, if not ascertained by agreement between the parties, shall be ascertained by reference to a single arbiter to be agreed upon between the parties or, failing agreement, to be appointed by the Sheriff Principal of Lothian and Borders and (b) the free passage of drainage, water, gas, oil and electricity through any drains, sewers, channels, watercourses, pipes, cables and wires now or hereafter on or in the Subjects.

The Lease is warranted by the Commissioners from fact and deed only and the Tenant accepts the Subjects as being in every way suitable for its intended use thereof and will have no claim against Her Majesty or Her Successors or the Commissioners in respect of any loss or damage caused by the exercise by others of the public rights hereby reserved.

Tenant's Obligations

4. The Tenant binds and obliges itself to the Commissioners and undertakes as follows:-

Rent Payment and Review

4.1 to pay to the Commissioners free from all deductions the Rent Payments or such other sum or sums as may be fixed in accordance with the provisions hereinafter contained on the Payment Dates with interest thereon and on any other money payable to the Commissioners hereunder from the due date of payment until payment is made at 3% above Bank of Scotland base lending rate as it will apply from time to time or at the option of the Commissioners at the rates prescribed by Treasury Regulations made from time to time under the Land Compensation (Scotland) Acts as they may be amended from time to time or, failing which, under any subsequent statute providing rates of interest which in the reasonable opinion of the Commissioners will apply;

Declaring that:-

(a) the Rent will be reviewed as provided in sub-clause (c) below at each Review Date in each case for the period to the next Review Date;

(b) if the Commissioners decide that the Rent is to be reviewed as a condition of giving any consent as mentioned in sub-clauses 4.3.2 and 4.5 hereof the Rent will also be reviewed as provided in sub-clause (c) below, in relation to a consent to a use other than the Permitted Use or to Additional Works or to alterations or extensions of the Works or Additional Works, from the date of granting such consent or, if earlier, from the date of change to a use other than the Permitted Use or of

commencement of Additional Works or of said alterations or extensions if changed or commenced without consent and if the Commissioners in their sole discretion give retrospective consent thereto;

(c) the following provisions apply to the conduct of a review of the Rent:-

(i) the Rent on review will be no less than the Rent immediately preceding the relative Review Date in the case of a review to take effect at a Review Date or, in the case of a review in terms of declaration (b) above, preceding the date (being the actual date and not any retrospective effective date) of granting any such consent, as the case may be;

(ii) the Rent will be such amount as is agreed in writing between the parties as the Current Market Rent or, failing agreement, such amount as is determined as the Current Market Rent by the Valuation Office, Inland Revenue acting as an independent expert;

(iii) either party will have the right to have the matter referred to the Valuation Office for determination as aforesaid if no agreement has been made as to the Rent on review after the lapse of 3 months following either the relative Review Date (or, in the case of a review in terms of declaration (b) above, the said actual date of granting such consent) or the initiation of a review (by means of either party or their agents serving

a written notice of their proposal for Rent on review on the other party), whichever is the later;

(iv) in making any determination of the Rent the Valuation Office will not treat the Works or any Additional Works as part of the Subjects (that is to say, not treat the Works or any Additional Works as belonging to Her Majesty or Her Successors) and will afford an opportunity to the parties to make representations in relation to the review;

(v) The Commissioners and the Tenant will take all steps reasonably necessary and with all reasonable despatch to ascertain whether agreement can be reached to the Rent on review and, failing agreement, and on reference to the Valuation Office, the parties will take all steps as aforesaid to enable that Rent on review to be determined as aforesaid and will use their best endeavours to procure that the same will be so determined by the Valuation Office, Inland Revenue; and

(d) if the revised rent payable on and from any Review Date has not been ascertained by the Review Date, Rent shall continue to be payable at the previous rate on account of the Rent to be ascertained and as soon as the revised Rent is ascertained the Tenant shall pay to the Commissioners any shortfall together with interest thereon from the due date or dates at the aforesaid rate as applicable to late payment of Rent.

For the avoidance of doubt, no right to carry out capital dredging works, to take away or use materials from the Subjects or to lay down moorings are to be implied to be included with the rights granted in the Lease and such dredging and other rights must be separately negotiated with the Commissioners.

Pay Taxes etc.

4.2 to pay, and so to relieve the Commissioners of all present and future taxes, rates, assessments and outgoings whatsoever, if any, payable in respect of the Subjects and all works thereon and connected therewith, by whatever party or authority leviable.

Works

4.3.1 if the Works are not already approved in writing by the Commissioners to obtain such approval in relation to plans and specifications thereof and if the Works have not already been completed by the Date of Entry to construct the Works on the Subjects in accordance with such plans and specifications and to complete the Works to the satisfaction of the Commissioners within 3 years of the Date of Entry, provided that the Tenant on being given by the Commissioners written notice of failure to fulfil his obligations under this sub-clause will be bound to remedy such failure within such period as may be reasonably determined by the Commissioners having regard to the nature or extent of such failure and any other relevant circumstances but which period will not be less than 28 days, and if the Tenant does not remedy such failure as aforesaid, the Commissioners will have the option to hold the Lease as forfeited, and the Lease will thereupon become null and void, without

prejudice however to all outstanding obligations of the Tenant including the obligations to restore the Subjects as specified in sub-clause 4.14 hereof, and for payment of Rent and other prestations.

4.3.2 not to erect, place or install on the Subjects any additional works without first obtaining the written consent and approval of the plans and specifications thereof by the Commissioners and not to alter or extend the Works or Additional Works at any time without such consent and approval, which consents shall not be unreasonably withheld or delayed but at the Commissioners' discretion any consent may be conditional upon the Rent being reviewed as provided in sub-clause 4.1 hereof.

Completion of Works and Plans

4.4 to give notice of completion of the Works and of any Additional Works to the Commissioners, and to furnish to the Commissioners plans and specifications of the Works and any Additional Works as completed, as soon as reasonably possible.

Use

4.5 to use the Subjects for the Permitted Use (and not otherwise) and for all operations normally associated with the proper and usual enjoyment of the Permitted Use, including without prejudice to the foregoing generality for any operation reasonably necessary to deal with an accident, malfunction or emergency;

Declaring that the Tenant will not have right to use the Subjects other than for the Permitted Use without the prior written consent of the Commissioners whose whole discretion in giving such consent is retained and if consent is

given it may be conditional upon the Rent being reviewed as provided in sub-clause 4.1 hereof.

Compliance with Statute etc.

4.6 to apply for, and comply with all conditions, directions and restrictions lawfully provided in terms of all consents, warrants, licences and permits necessary in law in respect of the Subjects and the Tenant's use thereof and the exercise of the Tenant's rights hereunder and also, so far as now and in future relevant and applicable to the Subjects and the Tenant's use thereof and exercise of his rights hereunder, to comply with all conditions, directions and restrictions lawfully imposed by any planning, coast protection, port or harbour (including the Queen's Harbourmaster), lighthouse, local or other public authority and with any legislation generally which is so relevant and applicable.

4.6.1 without prejudice to the foregoing generality to apply for, and comply with all conditions, directions and restrictions lawfully provided in terms of all necessary consents under,

- Section 34 of the Coast Protection Act 1949,
- the Protection of Wrecks Act 1973,
- the Offshore Petroleum Development (Scotland) Act 1975,
- the Petroleum and Submarine Pipelines Act 1975,
- Part II of the Food and Environment Protection Act 1985,
- the Protection of Military Remains Act 1986,
- Section 33 of the Environmental Protection Act 1990,

and any re-enactments, extensions or amendments of any of them;

It is declared, and the parties hereby agree, that neither the grant of this Lease on behalf of Her Majesty, nor anything expressed or implied herein will give or be interpreted to give any freedom or immunity from or relaxation of the requirements of any legislation, regulation, order or instrument having the force of law in the United Kingdom, now or at any time during the subsistence of the Lease.

4.6.2 to secure that there shall be attached to any published Bye-laws or Regulations made by the Tenant and for the time being in force which affect the Subjects a note explaining that such Bye-laws or Regulations do not bind the Crown but provided that this requirement will not apply to any document published before the Date of Entry.

Repair

4.7 at all times during the period of the Lease to keep the Subjects (including the Works and any Additional Works) in good and tenantable condition and repair and in a clean and tidy condition all to the reasonable satisfaction of the Commissioners and not to place any materials nor to do any other act on the Subjects which may in the reasonable opinion of the Commissioners or their foresaids be or become a nuisance.

Inspections and Repair

4.8 to permit the Commissioners and any person duly authorised by them from time to time (who shall comply with such reasonable safety requirements as are applicable) at all reasonable times and upon not less than 24 hours' prior written notice save in case of emergency, to enter and inspect the Subjects (including the Works and any Additional Works) and if any disrepair or defect

shall be found on such inspection, on receiving notice to that effect the Tenant will be bound to repair and make good the Subjects (including the Works and any Additional Works) to the reasonable satisfaction of the Commissioners within such reasonable period of time following receipt of such notice given by the Commissioners as may be determined by the Commissioners having regard to the relevant circumstances.

Expenses of Inspections

4.9 to pay to the Commissioners all expenses reasonably and necessarily incurred by the Commissioners or any person duly authorised by them of and incidental to any inspection of the Subjects carried out whether for any purpose which would be seen to be appropriate to a landlord acting reasonably in the particular circumstances or of and incidental to the superintendence or supervision of the execution of the repairs and others mentioned in clause 4.8 hereof.

Expenses of Surveys

4.10 to pay to the Commissioners all expenses reasonably and necessarily incurred by the Commissioners or any person duly authorised as aforesaid of and incidental to a survey of the Subjects, preparatory to the Commissioners giving any consent required in the Lease, or which may be so incurred in removing constructions, buildings or fixtures which have been erected, placed or installed without such consent.

V.A.T.

4.11 to pay to the Commissioners such amount of value added tax at the rate for the time being in force as will be legally payable in respect of all monies

undertaken to be paid by the Tenant under the Lease and in every case in the Lease where the Tenant undertakes to pay an amount of money such amount will be regarded as being exclusive of all value added tax which may from time to time be legally payable thereon.

Exercise of Reserved Rights

4.12 not in any way to hinder or obstruct the due exercise and enjoyment of any right or privilege hereby excepted and reserved in the Lease.

Assignations and Sub-Leases

4.13.1 not to assign nor to sub-let the whole or any part of the Subjects before the Tenant has completed the Works in accordance with the Lease nor thereafter to assign or sub-let the Subjects or any part thereof except with the prior written consent of the Commissioners whose consent to an assignation (of the whole but not of a part) will not be unreasonably withheld or delayed to a respectable assignee demonstrably capable of implementing the Tenant's obligations herein provided that such assignee is the owner of the adjacent lands above the Water Line or is the occupier of such lands with a right to occupy them for a period ending not earlier than the end of the Duration and if such assignee is a corporate body, provided that it is one which is registered as such under the Companies Acts or under other relevant statute in the United Kingdom.

4.13.2 to lodge all assignations of the Lease and sub-leases of the Subjects or any part thereof and all confirmations, probates and other instruments affecting the devolution of the Lease and all standard securities and charges over the Lease

within 3 calendar months after the date thereof with the Commissioners for registration and on demand to pay their usual administration charge therefor.

Demolition, Removal and Restoration

4.14 by the date of termination of the Lease, however it may be terminated, or by such later date or respective dates as the Commissioners may agree in writing, to carry out demolition and removal, and restoration and to meet Planning Authority requirements, all as hereinafter provided:-

4.14.1 to demolish the Works and any Additional Works and any other works and remove them and the Tenant's goods, gear and others from the Subjects and to leave the whole subjects void and redd; declaring

(a) that the Commissioners will have the option to take over the Works and any Additional Works and any other works on the Subjects or any of them in whole or in part, which option may be exercised in the following manner:-

(i) by the Commissioners giving written notice thereof to the Tenant not less than 12 months before the end of the Duration of this Lease,

(ii) by the Commissioners making it a condition of any agreement on their part to any termination before the end of the Duration of this Lease in relation to the whole or any part of the Subjects, or

(iii) by the Commissioners stipulating for the exercise of said option in any notice of irritancy hereunder;

and if the Commissioners exercise said option the Tenant, after removing the Tenant's goods, gear and others from the Subjects, will yield up such Works and Additional Works and any other works to the Commissioners in a state of maintenance and repair all in accordance with the Tenant's obligations herein contained all to the reasonable satisfaction of the Commissioners and that without right to compensation;

(b) that, for the avoidance of doubt, if or to the extent that the Commissioners do not exercise said option the Tenant's rights to remove the Works and the Additional Works and any other works will in any event expire on the date of termination of this Lease (howsoever it may be terminated) or on such later date as the Commissioners may agree or have agreed for completion of demolition and removal, but that without prejudice to the Tenant's obligation to the Commissioners to remove the Works and any Additional Works and any others;

4.14.2 to restore such extent of the Subjects as comprise foreshore or seabed (after removal of the Works and Additional Works and any other works) to its former or proper and safe condition and, without prejudice to that generality and where appropriate, to act in conformity with the lawful requirements as to restoration on the part of any public or local authority and all to the reasonable satisfaction of the Commissioners;

Indemnity

4.15 to give immediate notice of and to indemnify Her Majesty and Her Successors and the Commissioners from and against all actions, proceedings, claims,

demands, costs and expenses whenever arising in consequence of the exercise by the Tenant of the rights granted to the Tenant in terms of the Lease or of the Tenant's occupation and use of the Subjects or of any breach by the Tenant of the terms of the Lease howsoever said actions, proceedings, claims, demands, costs and expenses may arise (other than as a consequence of any negligent act or omission of the Commissioners) and whether they arise at statute or common law and whether they are related to the Commissioners' interest or the Tenant's interest in the Lease, including without prejudice to the foregoing generality all claims arising from interference with the free passage of migratory fish, or from the causing of any nuisance, or the causing of pollution which will adversely affect aquatic or bird life; And the Commissioners will give immediate notice and full particulars to the Tenant of any such claim or others made or threatened against the Commissioners, who will not admit prejudice or compromise such claims without the consent of the Tenant whose consent will not be unreasonably withheld or delayed, and the Tenant may at his own expense, with the consent of the Commissioners defend or contest any such claims.

Irritancy

5. If at any time while the Lease subsists:-

(a) the Rent or any part thereof shall be in arrear and unpaid for 28 days from the due date of payment, or

(b) there shall be any breach by the Tenant of any of the obligations and conditions contained in the Lease, or

(c) the Tenant (being an individual or individuals or a partnership or unincorporated body) becomes apparently insolvent or (being a company or corporate body) enters into insolvency (which includes suffering the appointment of an administrator or an administrative receiver) or goes into liquidation (save for the purpose of amalgamation or reconstruction not involving insolvency and approved by the Commissioners) or (being any of these) enters into an arrangement or composition for the benefit of the Tenant's creditors, or

(d) the Tenant ceases to be either the owner of the adjacent lands above the Water Line or the occupier of such lands with a right to occupy them for a period ending not earlier than the end of the Duration;

then, and in any of the said cases, the Commissioners will be entitled forthwith by written notice to terminate the Lease and treat the Lease and all transmissions thereof with all that has followed or can competently follow thereon as void and null and that without the necessity of any declarator, process of removal, or other procedure at law and the Subjects will thereupon revert to the Commissioners and it will be lawful for the Commissioners or any person duly authorised by the Commissioners in that behalf to enter into possession of the Subjects or any part thereof in the name of the whole and to uplift rents, eject tenants and occupiers and thereafter to use, possess and enjoy the same free of all claims by the Tenant as if the Lease had never been granted but all such rights are without prejudice to any right of action or remedy of the Commissioners in respect of the premature termination of the Lease or of any antecedent breach by the Tenant of any of the obligations and

conditions contained in the Lease which irritancy is hereby declared to be contractual and not penal and will not be purgeable at the Bar;

Provided that (a) in the case of a breach which is capable of being remedied the Commissioners will not be entitled to terminate the Lease as aforesaid unless they will have first given written notice of the breach to the Tenant and to every creditor in any then existing standard security or floating charge (so far as the grant of such standard security or floating charge has been notified to the Commissioners) affecting the Lease prescribing a time which is reasonable in the circumstances (such circumstances not including the financial position of the Tenant) within which such breach must be remedied and the Tenant (or any such creditor) will have failed to remedy the breach within the time prescribed in the notice and declaring that where the breach is the failure to pay any sum of money, a reasonable time will be a period of not less than 28 days and (b) in the case of the Tenant going into liquidation or suffering an administrative receiver or an administrator to be appointed the Commissioners will allow the liquidator or administrative receiver or administrator (as the case may be) and any such creditor as aforesaid a period of one year in which to dispose of the Tenant's interest in the Lease and will only be entitled to terminate the Lease if the liquidator or administrative receiver or administrator or such creditor as the case may be will have failed to dispose of the Tenant's interest at the end of the said period provided always that the liquidator or administrative receiver or the administrator or such creditor as the case may be will accept in probative writing within one month of the date of appointment or of such creditor's entry into possession of the Subjects and implement full

responsibility for payment of the Rent (whether due in respect of a period occurring before or after the date of liquidation or receivership or administration or entering into possession as the case may be) and for the performance of all other obligations of the Tenant under the Lease from the date of liquidation or receivership or administration or the date of such creditor's entry into possession as the case may be to the date of disposal or termination of the Lease including settlement of any arrears of the rents and the performance of any outstanding obligations which may subsist at the date of liquidation or receivership or administration or such creditor's entry into possession as the case may be and will if requested by the Commissioners find caution for such payment and performance in an amount acceptable to the Commissioners. And it is hereby declared that the Commissioners will deal with any request for consent to assign the Lease made by such liquidator, administrative receiver, administrator or creditor as the case may be in the same manner as if the request had been made by the Tenant. The provisions relating to a liquidator, administrative receiver or administrator hereinbefore narrated will apply mutatis mutandis to a trustee in sequestration and a trustee under a trust deed for the benefit of creditors if the Tenant is an individual or individuals or a partnership or an unincorporated body.

Notices

6. Any notice must be in writing and will be properly given if sent by recorded delivery or registered post, in the case of a notice by the Tenant to the office of the Crown Estate Receiver in Edinburgh, and in the case of a notice by or on behalf of the Commissioners to the Tenant to the Tenant's registered office or

principal place of business or last-known place of business; Declaring that all notices will be deemed to be received at the same time of day 2 business days (Saturday, Sunday and public holidays being excluded) after posting and that any omission to send by recorded or registered post will not be pleadable where the notice has received an acknowledgement.

Costs

7. The Tenant will pay for or reimburse to the Commissioners the following costs incurred in connection with the Lease, with any consents or approvals required in terms thereof, and with any extension, variation or amendment thereof:-

(a) stamp duty;

(b) the Commissioners' plan and reasonable legal costs;

(c) the Commissioners' valuation agents' charges in respect of services provided in negotiating the rent payable hereunder and in relation to any review thereof but not including representations made to the Valuation Office, Inland Revenue on any reference thereto;

(d) 50% of any charges made by the Valuation Office, Inland Revenue in respect of any reference made to it for its determination of the Rent at any stage and of the frequency of review thereof.

If so required by the Commissioners the Tenant will enter into a formal deed without delay to record any such extension, variation or amendment including any change of the Rent and any provision of additional rent or other consideration in terms of the Lease.

Variations

8. No variations hereof will be effective unless they are in writing executed by the parties.

Law

9. The interpretation and meaning of the Lease and these presents and of any documentation or agreement supplemental thereto and hereto, the rights and obligations of the parties and any questions arising at any time between the parties hereunder or thereunder, will be determined in accordance with the law of Scotland, and the parties hereto, if not otherwise subject to the jurisdiction of the Scottish Courts, hereby severally prorogate the non-exclusive jurisdiction of the Scottish Courts hereunder and thereunder.

Certificate re prior agreement for Lease

10. We the parties hereto certify that this Lease is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30.06.94 referring to Section 240 of the Finance Act 1994.

Registration

11. The parties hereby consent to the registration hereof for preservation and

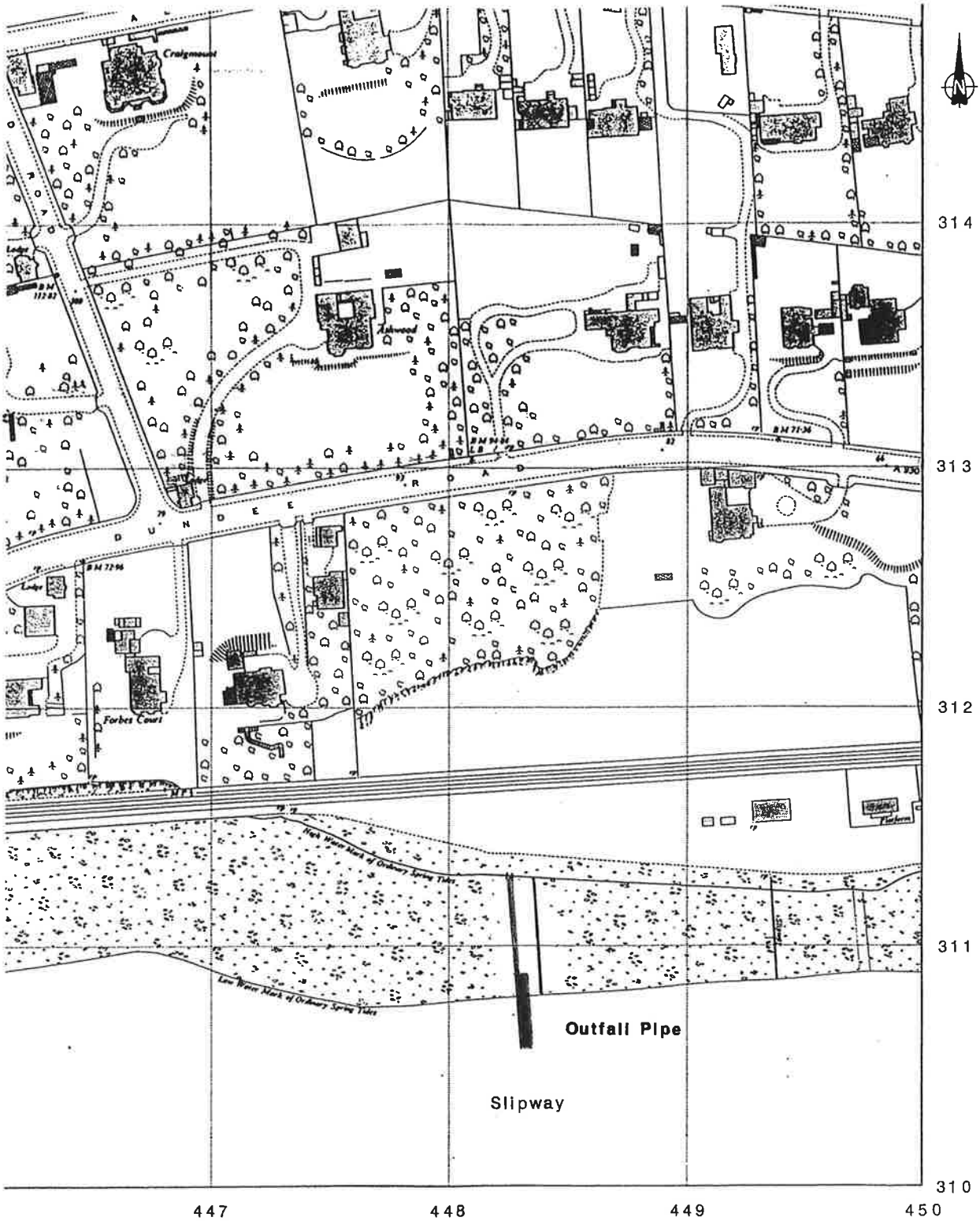
execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding twenty one pages together with the plan annexed are executed as follows:- they are signed in terms of Act of Parliament by Martin John Gravestock, authorised by The Crown Estate Commissioners to act on behalf of a Secretary of the office of the said Commissioners, at Edinburgh on the Thirtieth day of January Nineteen hundred and ninety eight in the presence of Karen Stevens of The Crown Estate, Ten Charlotte Square, Edinburgh; and they are signed for and on behalf of the said Dundee City Council by Janet Margaret Morton, Legal Manager (signing her usual signature "Maggie Morton") at Dundee on the Twenty Second day of January Nineteen hundred and ninety eight in the presence of Gillian Patricia Alison McKenzie Masson of Twenty One City Square, Dundee.

KarenStevens (witness)

Maggie Morton

CITY OF DUNDEE

THE CROWN ESTATE



THIS IS THE PLAN REFERRED TO

Maggie Morton

ORDNANCE SURVEY MAP REFERENCE NO 4431 (NO 43 SW)

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Slipway shown PINK

Outfall shown BLUE

SCALE 1/2500

Crown Estate Office
10 Charlotte Square
Edinburgh EH2 4DR

RENUNCIATION OF LEASE

by

DUNDEE CITY COUNCIL

in favour of

THE CROWN ESTATE COMMISSIONERS

Subjects: 2 Areas of foreshore at Grassy Beach, West Ferry, Dundee

SUPPORT SERVICES
16 FEB 1998
RECEIVED

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RENUNCIATION OF LEASE

by

DUNDEE CITY COUNCIL, constituted under the Local Government etc (Scotland) Act 1994 and having their principal office at City Chambers, Dundee (hereinafter referred to as "the Tenants")

in favour of

THE CROWN ESTATE COMMISSIONERS acting in exercise of the powers of the Crown Estate Act 1961 on behalf of the Queen's most Excellent Majesty (hereinafter referred to as "the Landlords")

WHEREAS

(ONE) The Landlords are the landlords for the time being and the Tenants are the tenants for the time being under the Lease as hereinafter defined;

(TWO) "The Lease" shall mean the lease between the Landlords and Tayside Regional Council, from whom the Tenants derived right by virtue of (One) the Local Government etc (Scotland) Act 1994 and (Two) Article 3 of the Local Authorities (Property Transfer) (Scotland) Order 1995, which Lease dated Fourth August and First September both Nineteen hundred and eighty seven relates to ALL and WHOLE the two pieces of land being part of the foreshore of the Firth of Tay lying below high water mark of ordinary spring tides (otherwise known as mean high water springs) situated at Grassy Beach, West

Ferry, Dundee in the City of Dundee and for registration purposes in the County of Angus shown delineated and coloured pink and marked "slipway" on shown by a single blue line and marked "outfall pipe" on the plan annexed and executed as relative to the Lease.

(THREE) The Landlords and the Tenants have agreed that the Tenants shall renounce their interest in the Lease;

NOW THEREFORE the parties hereto agree as follows:-

(FIRST) The Tenants hereby renounce their interest in the Lease in favour of the Landlords as from the Second day of February Nineteen hundred and ninety seven ("the date of renunciation") notwithstanding the date or dates hereof.

(SECOND) The Landlords, as evidenced by their execution hereof, hereby accept the foregoing renunciation and discharge the Tenants of the whole rents and all obligations incumbent on the Tenants in terms of the Lease from and after the date of renunciation.

(THIRD) The Landlords confirm that as at the date of renunciation there are no liabilities, claims of proceedings outstanding against the Tenants under the Lease and that the Tenants have fulfilled all their obligations under the Lease.

(FOURTH) The parties consent to the registration hereof for preservation and execution:

IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed as follows:- they are signed in terms of Act of Parliament by Martin John Gravestock, authorised by The Crown Estate Commissioners to act on behalf of a Secretary of the office of the said Commissioners, at Edinburgh on the Thirtieth day of January Nineteen hundred and ninety eight in the presence of Karen Stevens of The Crown Estate, Ten Charlotte Square, Edinburgh; and they are signed for and on behalf of the said Dundee City Council by Janet Margaret Morton, Legal Manager (signing her usual signature "Maggie Morton") at Dundee on the Twenty Second day of January Nineteen hundred and ninety eight in the presence of Gillian Patricia Alison McKenzie Masson of Twenty One City Square, Dundee.

Karen Stevens (witness)

Gillian P A McKenzie Masson

Maggie Morton

(2)

SUB LEASE

between

DUNDEE CITY COUNCIL, the Local Authority for the area of the City of Dundee constituted under the Local Government etc (Scotland) Act 1994 and having its Principal Offices at City Chambers, Dundee (hereinafter referred to as "the Mid Landlord")

and

DUNDEE SAILING CLUB and PAUL DEACON, residing at One hundred and forty three Clepington Road, Dundee, DD3 7WS, ALISTAIR WATSON, residing at Twenty four B North George Street, Dundee, DD3 7AC and MICHAEL KIDD, residing at Sixteen Nevay Terrace, Dundee, DD2 2EE, the Commodore, Vice Commodore, Secretary and Treasurer respectively of and as such Trustees ex officiis for behoof of Dundee Sailing Club (hereinafter referred to as "the Sub-Tenant")

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1 Interpretation and Definitions

In this sub-lease unless there is something in the subject or context inconsistent therewith:

(i) "Lease" means the lease of the property between the Crown Estate Commissioners acting in exercise of the powers of the Crown Estate Act 1961 on behalf of the Queen's most Excellent Majesty and the Mid Landlord dated the Twenty second January Nineteen hundred and ninety eight and registered in the Books of Council and Session on the

(ii) "sub-lease" means this sub-lease;

(iii) "Mid Landlord" means the Mid Landlord above specified and all statutory successors to the interest of the Mid Landlord in the premises;

(iv) "Sub-Tenant" means the sub-tenant above specified.

(v) "Head Landlord" means the Crown Estate Commissioners above specified.

(vi) the interpretation and definition provisions contained in Clause 1 of the lease shall also apply where applicable in the sub-lease;

(vii) Where any matter is expressed to require the consent or approval of the Head Landlord under the lease such matter shall also require the consent or approval of the Mid Landlord under the lease such matter shall also require the consent or approval of the Mid Landlord, the consent or approval of the Landlord being a necessary, but not a conclusive condition for the grant of such consent or approval by the Mid Landlord.

(viii) "Date of Entry" means the second day of February Two Thousand and Seven.

2. Period of the Sub-Lease

The Mid Landlord hereby sub-lets to the Sub-Tenant (but excluding assignees and sub-under-tenants legal or voluntary and creditors and managers for creditors in any form) the premises subject to the same provisions, conditions and disclaimers in favour of the Mid Landlord and, where applicable, the Landlord as are created in the lease and that for the period of ten years (the period of the sub-lease) from the said date of entry and the Sub-Tenant accepts the premises in their present condition.

3. Sub-Tenant's obligations

The Sub-Tenant hereby undertakes to fulfil all obligations of a monetary or non-monetary nature undertaken by the Mid-Landlord under the Lease, declaring however that the Sub-Tenants will pay the rent in terms of the lease to the Mid Landlord and not direct to the Head Landlord, declaring that the Mid Landlords costs and the Sub Tenant's costs of the *sub lease* will be the full obligation of the Sub-Tenant.

4. Mid Landlord's obligations

The Mid Landlord hereby undertakes to fulfil all obligations undertaken by the "Head Landlord" under the Lease, declaring however that the Mid Landlord will pay the rent in terms of the Lease to the Head Landlord when this is received by them from the SubTenant.

5. The Mid Landlord and the Sub-Tenant accepts that the current rent is THREE HUNDRED AND EIGHTY POUNDS (£380) STERLING per annum with a review on Second February Two Thousand and Seven.

6. Mid Landlord's remedies

The same rights and remedies as are available to the Head Landlord against the tenant under the lease shall be available to the Mid Landlord against the Sub-Tenant under the Sub lease and shall be subject to the same conditions.

7. Registration

The parties consent to registration hereof for preservation and execution.

IN WITNESS WHEREOF

File Ref: GM/FB 12/10/7/2/34

SUB LEASE

between

DUNDEE CITY COUNCIL

and

DUNDEE SAILING CLUB

2006

Subjects: Sub Lease of Two areas of foreshore and seabed (outfall and slipway) at Grassy Beach, Broughty Ferry, Dundee

PATRICIA McILQUHAM
DEPUTE CHIEF EXECUTIVE (SUPPORT SERVICES)
DUNDEE CITY COUNCIL

MINUTE OF VARIATION OF LEASE

between

DUNDEE CITY COUNCIL, the Local Authority for the said area of the city of Dundee constituted under the Local Government etc (Scotland) Act 1994 and having its principal offices at City Chambers, Dundee (hereinafter referred to as "the Landlord")

and

DUNDEE SAILING CLUB and PAUL DEACON, residing at One hundred and Forty three Clepington Road, Dundee, DD3 7WS, DEREK THOMSON, residing at Six Beach Tower, Ralston Road, Broughty Ferry, Dundee, DD5 1NQ and SVEN VAN SWEEDEN, residing at Three hundred and Forty one Brook Street, Broughty Ferry, Dundee, DD5 2DS and MICHAEL KIDD, residing at Sixteen Nevay Terrace, Dundee, DD2 2EE, the Commodore, Vice Commodore, Secretary and Treasurer respectively of and as such Trustees ex officiis for behoof of Dundee Sailing Club (hereinafter referred to as "the Tenant")

WHEREAS:-

(a) The Landlord (formerly Mid Landlord) following the acquisition of the lease subjects from the former Head Landlord, the Crown Estate Commissioners, by Disposition by the said Crown Estate Commissioners in favour of Dundee City Council dated 31st July 2009, is the Landlord under the Lease hereinafter defined;

(b) The Tenant (former Sub-Tenant) is the Tenant under the Lease;

(c) The Parties have agreed the amount of rent payable under the Lease with effect from the Date of Entry specified in the Lease shall be ONE POUND (£1.00) STERLING if asked.

IT IS AGREED by the Parties as follows:-

1. **Definitions**

In this Minute of Variation of Lease:-

"Lease" means the Sub-Lease between Dundee City Council and Dundee Sailing Club dated 9th, 14th and 27th March 2007.

"Parties" means the Landlord and the Tenants.

"Subjects" means ALL and WHOLE those two areas of foreshore and seabed lying below mean high water springs ex adverso Grassy Beach, West Ferry, Dundee respectively shown delineated and coloured pink and marked "Slipway" and delineated and coloured blue and marked "Outfall Pipe" on the plan annexed and executed as relative to the Lease between The Crown Estate Commissioners and Dundee City Council dated 22nd and 30th January 1998.

2. **Costs**

The Landlord will meet the costs and expenses in connection with the preparation and completion of this Minute of Variation of Lease.

3. **Lease**

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

4. **Consent to Registration**

The Parties consent to registration of this Minute of Variation of Lease for preservation and execution: IN WITNESS WHEREOF

Witness

PD

DT

SVS

MK

(5)

File Ref: GM/DCS 12/10/7/2/34

MINUTE OF VARIATION OF LEASE

between

DUNDEE CITY COUNCIL

and

DUNDEE SAILING CLUB

-reducing to peppercorn rent

2009

Subjects: Grassy Beach, West Ferry, Dundee

PATRICIA McILQUHAM
DEPUTE CHIEF EXECUTIVE
(SUPPORT SERVICES)
DUNDEE CITY COUNCIL