

Copy of Killbuck Spot Lease
received 22.7.13 from H Macleod.

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13/25419

Books of Council and Session

Extract Registered 1 Jul 2013

LEASE



SCRPID Portree
74 JUL 2013
Received

CAMPBELL RIDDELL BREEZE PATERSON
DX 501607 GIFFNOCK

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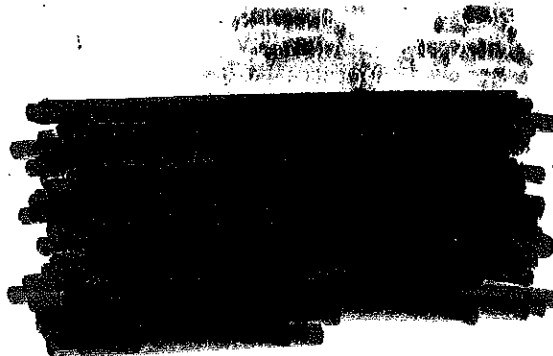
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AT EDINBURGH the First day of July Two thousand and thirteen the Déed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

LEASE

Between

SCOTTISH MINISTERS (hereinafter referred to as "the Landlord" on the one part



It is hereby contracted and agreed between the parties hereto as follows videlicet:-

(ONE) The Landlord hereby lets to the Tenant excluding assignees and sub-tenants legal or voluntary except with the prior written consent of the Landlord and under the conditions and restrictions aftermentioned ALL and WHOLE the exclusive right to shoot and kill Red Stags, Red Hinds, Rabbits, Grouse, Snipe, Wild Ducks and Woodcock on and over the lands of Kilbride, Suisinish, Swordale and Old Corry, all in the Parish of Strath, Isle of Skye and for the purpose of registration of writs in the County of Inverness as the said lands are shown delineated in red and coloured pink on the plan annexed and signed as relative hereto and also the common right of the landlords with neighbouring proprietors to fish for Salmon, Sea Trout, Brown Trout and Grilse over the sections of the Broadford River, the Allt Glen Suardal, the Allt Fearnal and part of Allt a' Mhuillinn forming the boundaries of the subjects of let. For the avoidance of doubt, Lochs Lonachan and Cill Chriosd are excluded from the Lease. The tenant will also have the right of access along the north or left bank of the Broadford River to

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fish for salmon in that section of the river that is shown highlighted in pink on the said plan;

(TWO) The duration of the lease shall be for ten years from the TWENTY EIGHTH day of FEBRUARY in the year Two Thousand and Nine to the TWENTY SEVENTH day of FEBRUARY in the year Two Thousand and Nineteen notwithstanding the date or dates hereof;

(THREE) The rent shall be [REDACTED] per annum payable yearly in advance on the Twenty Eight day of February in each year commencing the first yearly payment as at the date of the Tenant's execution hereof; Declaring that in the event of failure in the punctual payment of the rent, the Landlord shall be entitled to resume possession of or re-let the said sporting rights and others and that without prejudice to his rights and claims against the Tenant under these presents. In addition, Value Added Tax shall be payable by the Tenant on the due date and at the rate chargeable. The Tenant shall be responsible for the payment of all rates and other charges exigible by the Local Authority and any Fishery Board for the duration of the Lease;

(FOUR)
(i) With effect from the Twenty Eighth day of February Two Thousand and Fourteen ("the Rent Review Date") the annual rent payable under the Lease shall be reviewed and shall be the greater of:

(a) the rent payable immediately prior to the Review Date in question; and

(b) the Open Market Rental Value (as hereinafter defined) of the Subjects as at the Rent Review Date;

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- (ii) The expression "the Open Market Rental Value" shall mean the rent as valued by a District Valuer of the Valuation Office, Scotland North West or, if such office shall cease to exist, an independent Chartered Surveyor to be agreed upon by the Landlord and the Tenant and failing such agreement to be nominated and appointed by the Chairman or other Senior Office Holder for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of either party as the open market rental of the rights conferred by the lease as between a willing landlord and a willing tenant. The District Valuer's or Surveyor's decision shall be final and binding on the parties;
- (iii) The costs of such reference shall be awarded of the District Valuer or Surveyor and failing determination on costs; such costs shall be met by the parties equally. Is so required by the Landlord the Tenant shall enter into a Memorandum documenting the reviewed rent following determination thereof the costs of which shall be borne by the Landlord;
- (iv) If the open Market Rental Value shall not have been determined by the Rent Review Date then pending such determination, the Tenant shall continue to pay rent at the rate payable immediately prior to the Rent Review Date and within seven days after such determination, the Tenant shall pay to the Landlord an amount ("the Balance Payment") representing the difference between the amount of rent actually paid in the period from and including the Rent Review Date and the amount of rent which should have been paid in that period had the Open Market Rental Value been determined by the Rent Review Date together with interest thereon at the Base Rate from the Rent Review Date until paid in full. Interest at 4% above the said Base Rate shall be payable on the Balancing Payment from the date seven days after or determination until the date of actual receipt of payment in full by the Landlord.

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- (FIVE) In the event that the Landlord's interest in the Lease is transferred to a Crofting Trust the Landlord shall have the option to terminate the Lease on giving the Tenant not less than 12 months prior written notice.
- (SIX)
- (i) There shall be no limit to the bag of game, which the Tenant shall be entitled to take for the duration of the lease except during the last year of the tenancy when the bag of grouse will be restricted to the average number of grouse taken during the three preceding years. The Tenant shall exercise the sporting rights in a fair and sportsmanlike manner and shall leave an adequate breeding stock of game on the ground at the termination of the Lease. There must be no netting or trapping of game and all grouse must be killed over dogs;
 - (ii) The Tenant shall be bound to keep an accurate list of all game killed and the number and weight of each fish caught for each year of the Lease and the Tenant shall submit such list to the Landlord at the end of each season or earlier if requested by the Landlord and on the forms provided by the Landlord;
 - (iii) Deer numbers should be kept under regular management with a minimum cull target, such as may from time to time be set by the Joint Working Group managing the Strath SSSI, being achieved.
 - (iv) The killing of deer should be carried out in accordance with the Deer Commission for Scotland Code of Practice and at proper times and seasons of the year and shall comply at his own expense with all rules of common law or statutory, applying to the rights hereby granted and subject to the rights of the Landlord agricultural tenants under the Ground Game Acts, the Agricultural Acts, the Agricultural Holdings Acts and the Wildlife and Countryside Acts or any statutory

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amendment or re-enactment thereof. The Tenant shall ensure that all those shooting are able to kill deer humanely and for this purpose they shall demonstrate to the Tenant that they can hit a six inch target consistently at a range of one hundred yards.

- (v) All shooting should be carried out in accordance with the British Association for Shooting and Conservation's best practice guidance and the code of good shooting practice. In particular the use of lead shot over wetlands is prohibited with lead shot alternative being the only type of shot suitable in these areas. Shooting by rifle will be the only permissible method of killing deer and that deer drives or the use of shotguns for the killing of deer will not be undertaken and that only rifles and ammunition which meet all relevant statutory requirements shall be used to kill deer.

 - (vi) The Tenant shall obtain and hold throughout the duration of the lease, a Deer Stalking Certificate at Level 1 and Level 2 as awarded by the Deer Management Qualifications and shall ensure that all conditions are complied with in the said Certificates and shall be bound to produce such for inspection at the commencement of the Lease and at anytime thereafter on request. If the Tenant does not hold Deer Stalking Certificates at Level 1 and Level 2, they are required to obtain same prior to the commencement of the next shooting season in July Two Thousand and Nine, which must be produced to the Landlord for inspection. The Tenant shall ensure that all persons exercising these rights with their authority are either under their supervision or under the supervision of an appropriate person holding Deer Stalking Certificates Level 1 and Level 2. In the event of a Deer Stalking Certificate held by any of the aforementioned persons being revoked or not renewed by the regulating authority, the Tenant shall immediately inform the Landlord.
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Landlord of all claims arising from the acting's of the Tenant and his guests and employees;

(EIGHT)

- (i) The Landlord reserves the right at any time to carry out such works as planting, drainage, fencing; building, road works and others as he may think necessary for the development of the property and the Tenant shall not be entitled to any compensation or reduction in rent in respect of such works;
- (ii) The Landlord reserves the right to resume from the Lease any part of the said lands subject to an appropriate reduction in rent to be agreed between the Landlord and Tenant but failing agreement to be ascertained by an arbiter mutually chosen by the parties;
- (iii) The Landlord reserves the right to fish one rod at any time during the season on the subjects hereby leased for the purpose of monitoring and evaluating the brown trout stock. The Landlord shall give prior notice to the Tenant before exercising such right;

(NINE)

- (i) The Tenant shall not permit any shooting or fishing between midnight on Saturday and midnight on Sunday;
- (ii) The Tenant shall at his own expense, erect and maintain such stiles as may be considered necessary but not in such a way as to cause damage to fences, and the Tenant shall be bound to leave such stiles without compensation at the termination of his tenancy;

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- (iii) No fires or muirburn shall be permitted without prior consultation with the Landlord and prior notification by the Tenant to the Forestry Commission;
 - (iv) The Tenant shall not be permitted to use motor-boats or boats with outboard motors on the lochs and rivers;
 - (v) The Tenant shall use all reasonable means in his power to prevent poaching within the area covered by the Lease;
 - (vi) The Tenant shall take all necessary precautions to prevent damage by game, hares and rabbits to the crops of agricultural tenants and relieve the Landlord of all claims for such damage;
 - (vii) The Tenant shall be responsible for the arrangement with regard to obtaining the services of a gamekeeper should these be required;
 - (viii) The Tenant shall not allow any snares or traps to be set or poisonous substances to be used.
 - (ix) The rights hereby granted are subject to the rights of all other persons in occupation of the property as tenants of the Landlord.
 - (x) The Tenant shall not assign or sub-let the Lease without the written consent of the Landlord;
- (TEN) Each party shall be responsible for their own legal expenses and outlays in connection with the preparation and completion of these presents. The Tenant shall bear the cost of any Stamp Duty due hereon. The dues of registering these presents in the Books of Council and Session and of obtaining three extracts shall be shared equally;

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(ELEVEN) In the event of a breach of any of the foregoing conditions, or of an award of sequestration being pronounced affecting the Tenant's estate, or of the Tenant granting a Trust Deed for behoof of Creditors or becoming notour bankrupt or of failure to pay the rent on the due date, then in the opinion of the Landlord the tenancy shall ipso facto come to an end and the Landlord shall have the power to resume possession of the subjects hereby leased, and that without prejudice to any claims competent to him against the Tenant and without liability on the Landlord for any consequent losses by the Tenant;

(TWELVE) The parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding eight pages are subscribed as follows:-

[REDACTED]

[REDACTED]

[REDACTED]

90/E

And the said Lords grant Warrant for lawful execution hereon.

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

AB

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that this is crucial for ensuring the integrity of the financial statements and for providing a clear audit trail. The text also mentions that proper record-keeping is essential for identifying and correcting errors in a timely manner.

2. The second part of the document focuses on the role of internal controls in preventing fraud and misstatements. It highlights that a strong internal control system is necessary to ensure that all transactions are properly authorized, recorded, and reviewed. The text also notes that internal controls should be designed to be effective and efficient, and should be regularly evaluated and updated as needed.

3. The third part of the document discusses the importance of transparency and communication in financial reporting. It emphasizes that providing clear and concise information to stakeholders is essential for building trust and confidence in the organization's financial performance. The text also mentions that transparency is a key component of corporate governance and is necessary for ensuring the long-term success of the organization.

4. The fourth part of the document discusses the importance of compliance with applicable laws and regulations. It emphasizes that organizations must ensure that their financial reporting practices are in full compliance with all relevant laws and regulations. The text also mentions that compliance is a key component of risk management and is necessary for avoiding legal and financial penalties.

5. The fifth part of the document discusses the importance of continuous improvement in financial reporting. It emphasizes that organizations should regularly evaluate their financial reporting processes and make improvements as needed. The text also mentions that continuous improvement is a key component of quality management and is necessary for ensuring the highest quality of financial reporting.