



LAND REGISTER OF SCOTLAND LAND CERTIFICATE

VERSION 12/09/2006

Title Number: ABN85689

Subjects: 26A, WALLFIELD PLACE,
ABERDEEN AB25 2JP.

**THIS LAND CERTIFICATE, ISSUED PURSUANT TO SECTION 5(2)
OF THE LAND REGISTRATION (SCOTLAND) ACT 1979,
IS A COPY OF THE TITLE SHEET RELATING TO THE ABOVE SUBJECTS.**

STATEMENT OF INDEMNITY

Subject to any specific qualifications entered in the Title Sheet of which this Land Certificate is a copy, a person who suffers loss as a result of the events specified in section 12(1) of the above Act shall be entitled to be indemnified in respect of that loss by the Keeper of the Registers of Scotland in terms of that Act.

ATTENTION IS DRAWN TO THE GENERAL INFORMATION OVERLEAF.



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

2810
12/2/2007

TITLE NUMBER

ABN85689



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

Scale

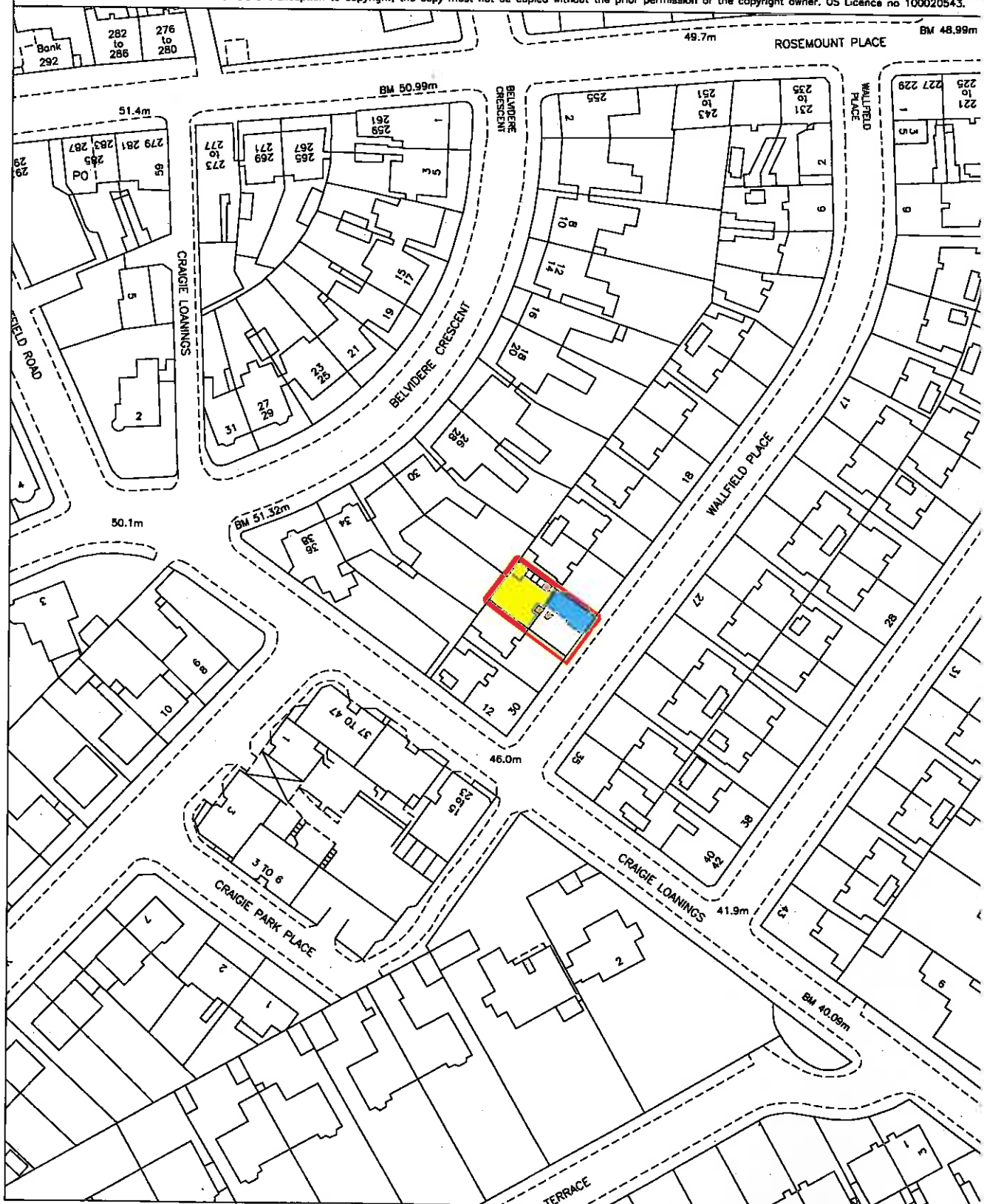
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NJ9206SE NJ9206NE

Survey Scale

1/1250

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TITLE NUMBER ABN85689

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
19 MAY 2006

DATE TITLE SHEET UPDATED TO
19 JUL 2012

DATE LAND CERTIFICATE UPDATED TO
19 JUL 2012

INTEREST
PROPRIETOR

MAP REFERENCE
NJ9206SE

DESCRIPTION

Subjects 26A, WALLFIELD PLACE, ABERDEEN AB25 2JP within the land edged red on the Title Plan being the northmost flat on the ground floor tinted blue on the said Plan of the tenement 26A to 26E (inclusive) WALLFIELD PLACE ; together with (One) an exclusive right of property in and to the external store pertaining to the flatted dwellinghouse in this Title together with the solum thereof all as shown tinted pink on the said Plan; (Two) a right of property in common with the proprietor or proprietors of the flatted dwellinghouse 26B Wallfield Place aforesaid in and to the two internal stores situated on the ground floor of the said tenement shown tinted brown on the said Plan; (Three) a right of property in common with the proprietor or proprietors of the remainder of the flatted dwellinghouses within the said tenement in and to (First) the solum upon which the said tenement is erected, which solum is shown edged blue on the said Plan, (Second) the mutual drying green, wash-house and access pathway leading thereto, all situated at the rear of the said tenement and all shown tinted yellow on said Plan, (Third) the boundary walls and fences so far as belonging to Aberdeen City Council and their successors, declaring without prejudice to the said generality, that the boundary enclosures on the northeast, northwest and southwest are mutual to the proprietors within the said tenement and the proprietors of the adjoining property, (Fourth) the walls and gables of the said tenement (excluding the windows) so far as pertaining thereto, (Fifth) the common entrance doors of the said tenement, lobbies, passages, stairways within the said tenement, roof, roof space and chimney heads (but not the chimney cans which shall be the separate property of the respective proprietors using the same), the foundations, rhones, gutters, spouts, main drain, rain, soil and water supply pipes, electric mains, cables, wires and pipes thereof, gas pipes and all other parts which may be common or mutual to the subjects in this Title and the remainder of the flatted dwellinghouses



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A. PROPERTY SECTION

within the said tenement with access thereto when required for inspection; alterations, renewal or repair and for all other necessary purposes and (Sixth) all other rights common or mutual to the proprietors within the said tenement; (Four) a right to use for the water supply, sewerage, drainage and for the electricity and gas supplies serving the subjects in this Title all existing pipes, drains, sewers, electricity cables, water and gas mains which are so used; (Five) a right of access to and over other subjects belonging to Aberdeen City Council and their successors at all reasonable times to examine and lay open such other subjects along the lines of the drains, soil and other pipes and cables belonging solely to the subjects in this Title or jointly to the subjects in this Title and said other subjects and that for the purpose of inspecting, maintaining, repairing, altering or renewing the said drains, soil and other pipes and cables and for any other necessary purpose, subject always to the proprietors of the subjects in this Title being bound to restore or join with the proprietors of the other subjects concerned in restoring the said other subjects to their former state and condition and to repair or join with the said other proprietors in repairing any damage which the said other subjects may sustain in and through the operations necessary for the exercise of the said access; And in the event of any dispute arising between the proprietors of the subjects in this Title and the said proprietors as to the rights and obligations of the proprietors of the subjects in this Title and such proprietors under this provision (Five) such dispute shall be submitted to Arbitration and (Six) a right of access over the adjoining subjects at all reasonable times for the purposes of maintaining, repairing and renewing the buildings (including cleaning the windows) and the boundary walls, fences and hedges and all other items to which an exclusive or common right of property is held by the proprietors of the subjects in this Title, subject to the said right of access being exercised at reasonable times and upon reasonable notice and declaring that in the event of loss or damage to the said adjoining subjects arising out of or as a result of the exercise of the said access the proprietors of the subjects in this Title shall forthwith make good said loss or damage at their sole expense.

Note The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 3 and in the Disposition in Entry 4, both of the Burdens Section.



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A. PROPERTY SECTION



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B. PROPRIETORSHIP SECTION

ENTRY
NO PROPRIETOR

1 IPLUX LIMITED R A House,
Woodburn Road, Blackburn.

DATE OF
REGISTRATION
19 JUL 2012

CONSIDERATION
No Considerat

DATE OF ENTRY
16 JUL 2012

Note: 1 There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects.

Note: 2 There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.



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D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

1

Feu Charter by Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen to Trustees of Robert Catto and their successors and assignees, recorded G.R.S. (Aberdeen) 29 Aug. 1898, of ground, on south side of Belvidere Place, Aberdeen, contains the following burdens:

Declaring as it is hereby expressly provided and declared that our said Disponees and their foresaids shall be bound to build and in all time thereafter to uphold maintain and keep in repair good and sufficient dwellinghouses of stone and lime the yearly rent or value of which shall be at least £33;

Further declaring that our said Disponees and their foresaids are expressly prohibited and discharged from carrying on upon the premises any business of tanning of leather refining of tallow making of candles soap or glue slaughtering of cattle erecting of glass-works distilleries iron foundries smithies or yards for masons or wrights making of bricks or tiles and in general from employing the premises in any trade whatever which may be hurtful nauseous or noxious to the houses or inhabitants in the neighbourhood thereof.

Note: Belvidere Place is now known as Rosemount Place, Aberdeen.

2

Agreement, recorded G.R.S. (Aberdeen) 12 Dec. 1898, between Lord Provost, Magistrates and Town Council of the City and Royal Burgh of Aberdeen (hereinafter referred to as "the Town Council") and Alexander Morrison Williamson, proprietor of (I) 2 acres 2 roods 2 poles of ground, (II) 2 acres of ground and (III) 2 roods of ground, contains the following burdens:

The houses to be erected along Wallfield Crescent and Wallfield Place (hereinafter referred to as the said new streets) except to the extents after mentioned shall be restricted to two square storeys with attics and the said Alexander Morrison Williamson binds and obliges himself and his heirs and successors proprietors of the lands of Wallfield to provide in the Charter to be granted to his feuars either expressly or by reference hereto that whatever houses may be erected along the said new streets shall except to the extents after mentioned be of a height not exceeding two square storeys with attics towards the street without prejudice to their being of three square storeys to the back or to such houses having



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tympanies carried up in stone to the front and he and his foresaids are hereby accordingly restrained and prohibited from raising or maintaining any house building or erection whether temporary or permanent along and fronting the said new streets higher than as above set forth which obligation and restriction shall be enforceable by and at the instance of the Town Council Providing and declaring always that the restriction before written shall not apply to the portion of said subjects having a frontage to Belvidere Place and extending backwards a distance of eighty feet or thereby therefrom the buildings to be erected on which are to front Belvidere Place nor shall these presents be read so as to restrict the height of any houses to be erected along Craigie Loanings provided the same have their principal front towards said last mentioned street.

Note: The said Belvidere Place is now known as Rosemount Place.

- 3 Feu Disposition by John Paton Cumine to George Duguid and his assignees (hereinafter referred to as "the feuars"), recorded G.R.S. (Aberdeen) 20 Nov. 1899, of ground ("the feu"), of which the subjects in this Title form part, contains the following burdens:

The whole mines, metals and minerals within the feu are hereby reserved. The feuars are hereby prohibited from opening or using on the feu any stone quarry or sand or clay pit unless for the purpose of building on the feu with the material taken from such quarry or pit. The feuars are hereby prohibited from erecting upon any part of the feu a brewery or distillery or a workshop or yard for masons, wrights, smiths, coopers, weavers or candlemakers and from carrying on upon any part of the feu any noisy operations or manufactures and in general are prohibited from employing the premises in any trade or business which may be hurtful nauseous or noxious to the houses or inhabitants in the neighbourhood thereof. The feuars shall be bound to erect upon the feu tenements of dwellinghouses of a value sufficient to produce a yearly rental of at least £535.38. The said buildings shall be erected fronting Wallfield Place, Aberdeen shall be built up to the line of the foot pavement of that street shall extend along the whole of the frontage to Wallfield Place excepting always the corner building stance after referred to and shall consist of not more than two square storeys with habitable attics to the front and the like elevation or three square storeys without habitable attics to the back and shall be constructed for and occupied by not more than six families. But providing and declaring always that in the event of the feuars preferring to build houses fronting Craigie Loanings the



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foregoing building conditions and restrictions shall not apply to the building stance at the corner of Wallfield Place and Craigie Loanings as widened nor to the frontage to Craigie Loanings the feuars being entitled as an alternative upon that portion of the feu and along said frontage to Craigie Loanings to erect dwellinghouses with shops on the ground floor and such dwellinghouses may consist of as many as three square storeys without habitable attics or two square storeys with habitable attics above and may be constructed for and occupied by as many as eight families but not more. The said houses shall be built of granite roofed with slates and the fronts thereof shall be of good ashlar work with suitable belt courses. The feuars shall be bound to maintain the whole of the said houses in good repair in all time coming and in the event of them becoming dilapidated or destroyed to restore or re-erect them and in all time coming to maintain on the feu buildings of the style, materials, size and value and in the line of front herein provided for with reference to original buildings. The feuars will also be at liberty to construct the usual and necessary outhouses and stores for use in connection with the main buildings but no other erections of any kind are to be allowed on the feu and in particular no stables are to be erected. Before commencing to erect any of said buildings on the feu or in the event of the destruction of said buildings then before commencing to re-erect them the feuars shall submit to me or to my successors in the immediate superiority the plans and elevations of said proposed buildings including the outhouses and no structural alteration is to be made upon said buildings without a plan thereof having been first submitted to and approved of by me or my Superior along Craigie Loanings the feuars shall be bound so far as the walls gable or other of the dwellinghouses with or without shops to be at any time erected in virtue of the provisions herein contained do not extend to erect and maintain a good stone and lime wall or dyke six feet in height with suitable coping which wall or dyke like the walls or gables of said dwellinghouses so to be erected as aforesaid shall be entirely built on the piece of ground above disposed and along the north side of said piece of ground the feuars shall be bound and entitled so far as the gable of their northmost house does not extend to erect a stone and lime wall six feet high coped with rounded brick and said wall as well as the north gable of said northmost dwellinghouse shall be erected to the extent of four and a half inches upon the feu of Peter Slessor unless he shall have been the first builder in which case he shall similarly be bound to build a boundary wall of six feet in height to the extent of four and a half inches on the piece of ground



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above disposed and in case the feuars are the first builders they shall be entitled when the said Peter Slessor comes to build to receive payment from him of one half the value of the said garden wall and one half the value of said gable to the extent to which he may use the same while in the event of the said Peter Slessor having been the first builder and having erected the wall of six feet in height along the north boundary of the said piece of ground above disposed he shall be entitled to receive payment of half the value thereof but in the event of the feuars desiring to erect a house gable all along said boundary they may upon making said payment remove said boundary wall and erect their gable in its place at their own expense all which payments shall be made according to the valuation of Arbiters mutually chosen and when the same are made the walls so far as paid for shall be mutual to the respective properties and shall be maintained by the respective proprietors thereof in time coming. In building the houses or walls on the feu the feuars shall conform to such general regulations as may be established by me or by my Superior with regard to levels of adjoining streets so as to preserve a proper slope for carrying off the water along said streets.

- 4 Disposition by Aberdeen City Council (hereinafter referred to as "the Disponer") to Gillan Harper and his executors and assignees (hereinafter referred to as "the Disponee"), registered 19 May 2006, of the subjects in this Title ("the Subjects"), contains the following burdens:

Part 1

Interpretation

1. In this Entry:

1.1 "Appropriate Share" means that proportion which the number of apartments (exclusive of kitchen and bathroom/shower room) contained in the Dwellinghouse bears to the total number of apartments (exclusive of kitchen and bathroom/shower room) contained in all the dwellinghouses concerned taken together.

1.2 "Arbitration" means arbitration by an arbiter to be appointed by agreement between the Disponer and the Disponees or, in the event of failure to agree, by an arbiter to be appointed by the



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Sheriff Principal of Grampian, Highland and Islands, at Aberdeen.

1.3 "Block" means the block of flatted dwellinghouses of which the Dwellinghouse forms part.

1.4 "Common Property" means the common property referred to in the Property Section.

1.5 "Disponee" means the Purchaser and the Purchaser's successors as owners of the Subjects.

1.6 "Disponer" means the Seller and the Sellers' successors as owners of the Retained Subjects.

1.7 "Dwellinghouse" means the flatted dwellinghouse comprised in the Subjects from time to time.

1.8 "Larger Subjects" means the subjects of which the subjects in this Title form part.

1.9 "Retained Subjects" means such parts of the Larger Subjects as remain in the ownership of the Disponer from time to time.

Part 2

The following community burdens are imposed on the Subjects:

1. The Disponee shall be obliged to grant to the proprietors of the other subjects served by the drains, soil and other pipes and cables passing through the Subjects access to and over the Subjects at all reasonable times to examine and lay open the Subjects along the line of the drains, soil and other pipes and cables belonging to any one or more of the said other subjects or jointly to any one or more of the said other subjects and the Dwellinghouse and that for the purpose of inspecting, maintaining, repairing, altering or renewing the said drains, soil and other pipes and cables and for any other necessary purpose: Declaring that the proprietors of the other subjects concerned or any of them as the case may be shall be bound to restore or join with the Disponee in restoring the Subjects to their former state and condition and to repair or join with the Disponee in repairing any damage which the Subjects may sustain in and through the operations necessary for the exercise of



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the said access; And, in the event of any dispute arising between the Disponee and the said proprietors as to the rights and obligations of the Disponee and such proprietors under this paragraph 1, such dispute shall be submitted to Arbitration.

2. The Disponee shall be bound to uphold and maintain the Dwellinghouse in good habitable and tenantable condition and repair and when necessary to renew or rebuild the Dwellinghouse and such renewal or rebuilding shall be carried out by the Disponee within a period of two years. The Disponee shall be bound to keep the external paintwork of the Dwellinghouse in good condition. Further, no additional buildings or erections of any description whatsoever (including walls, fences or hedges) shall be placed on the Subjects and no external alterations of any kind shall ever be made upon the buildings erected or to be erected thereon.

3. The Disponee shall bear the Appropriate Share of the cost of maintaining the Common Property and all other things mutual or common to the Dwellinghouse and any other subjects; the proprietors of a majority of the dwellinghouses concerned shall have power to order works of maintenance, repair and renewal and the whole proprietors concerned, whether consentors or not, shall be bound to pay their respective share of the cost thereof.

4. The Disponee shall be bound to keep the Dwellinghouse and any part of the Block attached to the Dwellinghouse as a pertinent constantly insured against the prescribed risks, in terms of the Tenements (Scotland) Act 2004 or any future amendment thereof, with an established Insurance Company for the full reinstatement value of the Dwellinghouse and in the event of the Dwellinghouse or any part thereof being destroyed or damaged by fire or any other natural hazard, the Disponee shall be bound to apply the proceeds of such insurance in restoring the Dwellinghouse or such part thereof as has been destroyed or damaged.

5. The Dwellinghouse shall be used as a self-contained dwellinghouse only and shall not at any time be occupied by two or



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more separate families or used for any purpose other than as a private dwellinghouse and the Dwellinghouse shall not at any time be used as or converted into a shop or business or commercial premises and in particular, but without prejudice to the foregoing generality, shall not at any time be used for the purpose of keeping a public house or tavern or clubhouse licensed for the sale of alcoholic liquor or for the purpose of selling or keeping for sale spirits, wines or malt liquors; Furthermore no trade or manufacture shall be carried on upon the Subjects nor shall any use be made of the Subjects which shall be deemed a nuisance or which may occasion disturbance or annoyance to any of the neighbouring proprietors or their tenants or which may injure the amenity of the neighbourhood.

6. Any garden ground forming part of the Subjects shall, so far as lying in front of the rear building line of the Dwellinghouse, be used only as ornamental or garden ground and the said garden ground behind said building line shall be used exclusively as ornamental or garden ground or as a drying green for bleaching or drying clothes and for no other purpose whatsoever and the whole of the said garden ground shall be kept in a clean and tidy condition and free from all rubbish, refuse and weeds.

7. The proprietor or proprietors for the time being of a majority of the dwellinghouses contained in the Block shall be entitled to carry out upon the Block the following operations, videlicet the provision of cavity wall insulation and the installation of a door entry system, and any proprietors of dwellinghouses in the Block who do not consent to the carrying out of either of the said operations shall nevertheless be bound to pay their appropriate share of the costs thereof.

8. The Disponee shall pay to the Disponer, at such times as the Disponer shall in their sole discretion consider to be expedient, the Appropriate Share of the cost of providing all communal services including, without prejudice to the said generality, heating, lighting, caretaker's wages and expenses, cleaning, and the maintenance of amenity areas, lifts (including lift shafts and all lift machinery) refuse disposal equipment, laundry facilities,



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pumps, television amplification systems and aeri^{als}, generators and fans.

9. The Disponee shall not keep nor suffer to be kept any animals in or about the Subjects without the prior written consent of their neighbours whose consent shall not be unreasonably withheld subject to the provision that where there already exists written consent from the Disponer, as Landlord, to the Disponee, as Tenant, for a particular type of animal or animals, and the terms of that consent are not exceeded, no further consent will be required.

10. The Disponer shall at pleasure be entitled to make or allow to be made such alterations or deviations as they may think fit to the Retained Subjects, or roads or drains thereof or even to depart entirely therefrom and to dispose of any and all parts of the Retained Subjects for such purposes as they may think fit and in the event of their doing so the Disponee shall have no right or title to object thereto and shall have no claim in respect thereof.

11. The Disponee shall be obliged to grant to the proprietors of the dwellinghouses erected on the ground adjoining the Subjects access over the Subjects for the purposes of maintaining, repairing and renewing the buildings (including the cleaning of windows) and the boundary walls, fences and hedges and all other items to which the said proprietors have an exclusive or common right of property subject to the said access being exercised at a reasonable time and upon reasonable notice; declaring that in the event of loss or damage to the Subjects arising out of or as a result of the exercise of the said access the said proprietors shall forthwith make good said loss or damage at their sole expense.

12. The Disponee shall be bound to join with the other proprietors concerned in maintaining, repairing, and where necessary renewing the Common Property.

13. In the event of there being in existence at the date of this



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Disposition, being 28 April 2006, a communal system for relaying television broadcast programmes hereinafter referred to as "the relay service" to the Dwellinghouse, and other subjects within the Larger Subjects, the following provisions shall apply:-

13.1 The Disponee shall have the right to use the relay service and to connect thereto domestic television receivers only.

13.2 It shall be in the power of the Disponer to suspend, discontinue or terminate the relay service at any time on giving reasonable notice to the Disponee of such suspension, discontinuation or termination; and it is further provided that so long as the Disponer is the proprietor of the majority of the dwellinghouses served by the relay service, the Disponer, having given prior notice to the Disponee of their intention so to do, may at their option update, upgrade, renew or replace the relay service and in that event the rights of the Disponee to use the relay service as so updated, upgraded, renewed or replaced and on making connection thereto as aforesaid shall be conditional on his making payment to the Disponer of the appropriate share of the cost incurred by the Disponer of updating, upgrading, renewing or replacing the relay service as aforesaid.

14. In the event that the subjects form part of a block of flatted dwellinghouses of over two storeys, the Disponee is prohibited from using bottled gas cylinders within the Dwellinghouse or the Block.

Part 3

The following right in property is reserved to the Disponer:

the whole mines and minerals of whatsoever nature, coal, shale, limestone, marl, ironstones, clay, firestone, slate, marble, and other stone and all other mines, metals, minerals and fossils, though not hereinbefore specially enumerated, within and under the Subjects, subject always to the terms of both the Coal Act 1938 and the Coal Industry Nationalisation Act 1946, with full power and liberty to the Disponer or any person authorised by them but without entering on the surface of the Subjects to search for, work, win, raise, calcine, manufacture and carry away the said minerals and others and to do everything necessary for all or any



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of these purposes: Declaring that, in the event of the Disponer or their successors exercising any of the said reserved rights or powers, they shall be bound to make payment to the Disponee in respect of all damage which may be thereby occasioned to the surface of the Subjects or to the buildings thereon, and such damage shall, failing agreement, be ascertained by Arbitration.