



Registration of a Charge

Company name: **CARLTON DEVELOPMENT GROUP LTD**

Company number: **04225707**



X50YJ200

Received for Electronic Filing: **17/02/2016**

Details of Charge

Date of creation: **15/02/2016**

Charge code: **0422 5707 0015**

Persons entitled: **SANTANDER UK PLC**

Brief description: **ALL AND WHOLE THE PROPERTY KNOWN AS 1 GROSVENOR CRESCENT, EDINBURGH EH12 5ER BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID100073.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OLIVIA BRIDGE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4225707

Charge code: 0422 5707 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2016 and created by CARLTON DEVELOPMENT GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2016 .

Given at Companies House, Cardiff on 18th February 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

STANDARD SECURITY

between

(1)

Name	CARLTON DEVELOPMENT GROUP LTD
Registered number	04225707
Address	Dalton House 60 Windsor Avenue London SW19 2RR
Fax number	

("Chargor") and

- (2) **Santander UK plc** (registered number 2294747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN as security trustee for each Group Member ("Lender")

This Standard Security is subject to the following provisions:-

1. INTERPRETATION

- 1.1 The following words and expressions shall have the following meanings where the context so permits:-

"Affiliate" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Edinburgh and Glasgow;

"CML Lenders' Handbook" means the Council of Mortgage Lenders Lenders' Handbook for Scotland for the time being, a copy of the latest edition of which is available at www.cml.org.uk;

"Default Rate" means the highest rate of interest referred to in the Finance Documents;

"Event of Default" means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents;

"Finance Documents" means the documents governing the terms of the Secured Liabilities;

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being;

"Group Member" means each member of the Group;

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Insurances" means all contracts or policies of insurance relating to the Property in which the Chargor has an interest;

"Material Adverse Effect" means a material adverse effect on the business, assets or financial condition of the Chargor; and/or the ability of the Chargor to perform any of its obligations under the Finance Documents to which it is a party; and/or the value or enforceability of the Security held by any Group Member in respect of the Secured Liabilities;

"Occupational Lease" means any existing leases affecting the Property and any agreement for lease or licence or any occupational lease or licence to which the Property may be subject for the time being and in respect of which the Chargor is landlord or licensor;

"Party" means a party to this Standard Security and includes its successors in title, permitted assignees and permitted transferees, whether immediate or derivative;

"Permitted Security" means any Security granted in favour of the Lender; any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor; or any Security permitted by the Lender in writing;

"Planning Acts" means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997 and any regulations or subordinate legislation made (before or after this Standard Security) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings;

"Property" means ALL and WHOLE the subjects known as 1 Grosvenor Crescent, Edinburgh EH12 5ER being the subjects registered in the Land Register of Scotland under Title Number MID100073; together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property;

"Secured Liabilities" means all moneys and liabilities now or hereafter due, owing or incurred by the Chargor to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Period" means the period from the date of this Standard Security until the Lender confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Group Member has any continuing obligation to make facilities available to the Chargor;

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

"Valuation" means a valuation report by the Valuer addressed to the Lender, containing in particular a valuation of a Property on the basis of the market value in accordance with the Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors in Scotland from time to time; and

"Valuer" means any surveyor or valuer as may be appointed or approved by the Lender from time to time.

1.2 References to:-

1.2.1 clauses and schedules are references to clauses and schedules of this Standard Security;

1.2.2 "this Standard Security" or any other agreement or instrument is a reference to this Standard Security or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated, supplemented or varied provided that, where the consent of a Group Member is required pursuant to any Finance Document or otherwise to such amendment, novation, replacement, restatement, supplement or variation, such consent has been obtained;

1.2.3 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.4 a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of each Group Member only) its permitted assignees and transferees;

1.2.5 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.2.6 "determines" or "determined" means a determination made in the absolute discretion of the person making the determination;

1.2.7 a provision of law is a reference to that provision as amended or re-enacted;

1.2.8 any provision in the CML Lenders' Handbook shall be treated (where and when applicable) as being a reference to the corresponding provision (or provisions) that most nearly corresponds to it in any amendment to or replacement of the CML Lenders' Handbook as at the date of this letter; and

1.2.9 a "charge" or "mortgage" of any freehold or leasehold property includes all buildings, fixtures and fixed plant and machinery on that property, the proceeds of sale of the whole or any part of that property and all rights appurtenant to or benefiting that property.

1.3 Clause and schedule headings are for ease of reference only.

1.4 An Event of Default is continuing if it has not been remedied to the satisfaction of the Group Member party to the Finance Document under the terms of which the Event of Default occurred or waived by that Group Member in writing.

1.5 The masculine gender shall include the feminine and neuter genders, the singular number shall include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships.

1.6 The words and expressions which are incorporated in the variations of the Standard Conditions as applied to this Standard Security and which are defined in the Act or the said Schedule 3 to the Act shall be taken to be so defined for the purposes of this Standard Security.

1.7 If there is any conflict between the terms of the Standard Conditions and the terms of this Standard Security or the Loan Agreement then the terms of this Standard Security and the Loan Agreement shall prevail.

2. PERSONAL BOND

2.1 The Chargor undertakes and obliges itself to the Lender (as security trustee for the Group Members) that it will on demand pay and discharge the Secured Liabilities.

2.2 If the Chargor fails to pay any amount payable by it under this Standard Security on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly.

3. GRANT OF SECURITY

3.1 In security of the Secured Liabilities, the Chargor grants a Standard Security in favour of the Lender over the Property.

3.2 The standard conditions ("**Standard Conditions**") specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (hereinafter called the "Act") and any lawful variations thereof operative for the time being shall apply to this Standard Security, except that such Standard Conditions shall to the extent that they are inconsistent with (1) the Loan Agreement or any subsequent variation of it, be varied and supplemented such that they are consistent therewith; and (2) the following provisions or the provisions of any subsequent variation to this Standard Security, be varied and supplemented such that they are consistent with the following provisions and those of any such subsequent variation.

4. GENERAL UNDERTAKINGS

4.1 The undertakings in this clause 4 remain in force during the Security Period.

4.2 The Chargor shall not create or permit to subsist any Security over any of the Property, other than Permitted Security.

4.3 The Chargor will deposit with the Lender (to be held at the risk of the Chargor) all deeds and documents of title relating to the Property as the Lender may require.

5. PROPERTY UNDERTAKINGS

5.1 The Chargor will:

5.1.1 observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Property or the use, ownership, occupation, possession or other enjoyment of the Property whether imposed by statute, contract, lease or otherwise where failure to do so has or is reasonably likely to have a Material Adverse Effect;

5.1.2 do all acts necessary to preserve its rights, title and interest in and to the Property; and

- 5.1.3 not, without the written prior consent of the Lender, enter into any onerous or restrictive obligations affecting the Property.
- 5.1.4 punctually pay, or cause to be paid, and indemnify the Lender against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Property or any part thereof or by any owner or occupier.
- 5.1.5 not, without the prior written consent of the Lender or as required by a Finance Document, make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Property.
- 5.2 In the event that, during the Security Period, any Property is intended to be developed or is in the course of development (in each case with the consent of the Lender), the Chargor shall:-
- 5.2.1 proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects in conformity with all planning and by-law consents which shall together with the plans and specifications be produced to the Lender for approval prior to the commencement of any works of development; and
- 5.2.2 obtain such further insurance as shall be required and specified by the Lender.
- 5.3 The Chargor will keep all its buildings, fixtures, fittings, plant and machinery comprised in the Property (or procure that they are kept) in good repair and in good working order and condition (fair wear and tear excepted in the case of fixtures, plant and machinery) and fully protected against damage or deterioration.
- 5.4 The Chargor will permit any person appointed by the Lender, without the Lender becoming liable to account as heritable creditor in possession, (at reasonable times and on reasonable notice and subject to the terms of the Occupational Leases) to enter on and inspect the state of the Property.
- 5.5 The Chargor will produce to the Lender such documents or information relating to the Property as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice or proceedings served by any person on the Chargor concerning the Property or alleging any breach of its obligations relating to the Property.
- 5.6 The Chargor will, within 5 Business Days of receipt, give full particulars to the Lender of any notice, order or direction having specific application to any of the Property or to the area in which the Property is situate, given or made by any planning authority or other public body or authority whatever.
- 5.7 The Chargor will, if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice, order or direction and will further, if requested by the Lender, but at its own cost, make or join with the Lender in making such objections or representations against or in respect of any such notice, order or direction as the Lender shall reasonably deem expedient. Any compensation received by the Chargor as a result of any notice or order shall be applied in repayment of the Secured Liabilities.
- 5.8 The Chargor will:-
- 5.8.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts; and

- 5.8.2 indemnify the Lender on demand against all actions, proceedings, costs, expenses, claims and demands whatsoever suffered by the Lender in respect of any such act, matter or thing so contravening the provisions of the Planning Acts.
- 5.9 The Chargor will at all times acquire and maintain all Authorisations required by its ownership, use or occupation of the Property or for the conduct of any business operated on or from the Property or the ownership and use of the Property and will comply with all terms and conditions relating to such Authorisations and with all other applicable laws and will not do or permit any act or omission whereby any such Authorisations would be liable to be varied or revoked.
- 5.10 The Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of the Property without the prior written consent of the Lender.
- 5.11 The Chargor will not, without the prior written consent of the Lender permit any person to be registered as proprietor of the Property, create or knowingly permit to arise or subsist any overriding interest affecting the Property or permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset.

6. INSURANCE

- 6.1 The Chargor shall effect:-
- 6.1.1 insurance of the Property in accordance with the CML Lenders' Handbook save that the excesses in respect of such insurance shall not exceed the amounts specified by the Lender; and the insurance shall be for the full reinstatement value of the Property (which in the case of any Property shall be deemed to be the value of the Property as specified in the most recent Valuation);
- 6.1.2 insurance against acts of terrorism; and
- 6.1.3 insurance against 3 years loss of rent,
- all such insurances to be in an amount and in a form and with an insurance company or underwriters acceptable to the Lender (acting reasonably).
- 6.2 The Chargor will procure that the Lender is either joint insured or, if so agreed by the Lender, noted as heritable creditor and loss payee on each such insurance policy and that every such policy shall contain:-
- 6.2.1 a standard heritable creditor clause whereby such insurance shall not be vitiated or avoided as against a heritable creditor in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or any circumstance beyond the control of the insured party; and
- 6.2.2 terms providing that it shall not be invalidated so far as the Lender is concerned for failure to pay any premium due without the insurer first giving to the Lender not less than 10 Business Days' notice.
- 6.3 The Chargor will promptly on request supply copies of such Insurances to the Lender and will notify the Lender of new policies, renewals made and material variations or cancellations of policies made or, to the knowledge of the Chargor, threatened or pending.
- 6.4 The Chargor shall not do or permit to be done anything which may make void or voidable any of the Insurances.

- 6.5 The Chargor shall promptly pay all premiums and do all other things necessary to keep all of the Insurances.
- 6.6 If the Chargor fails to comply with any of the provisions of this clause 6, the Lender shall immediately be entitled to effect the Insurances concerned at the expense of the Chargor.
- 6.7 Subject to clause 6.8, the Chargor shall apply all monies received or receivable under any Insurance (other than any Insurance in respect of third party liability) towards replacing, restoring or reinstating the relevant asset. Any proceeds of insurance received by the Chargor shall, pending such replacement, restoration or reinstatement, be credited to a bank account specified by the Lender.
- 6.8 To the extent that any Insurance and any Occupational Lease does not restrict the proceeds of insurance being used to prepay the Secured Liabilities, the proceeds of insurance shall:
- 6.8.1 if at the relevant time an Event of Default has occurred and is continuing; or
- 6.8.2 at any other time, if the Lender requests or requires it in writing,
- be used to prepay the Secured Liabilities.

7. RESTRICTIONS ON DEALING WITH PROPERTY

- 7.1 The Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Property or agree to do so.
- 7.2 The Chargor shall not, other than as permitted in the Finance Documents, lease or accept surrenders of leases or vary any lease or tenancy agreement or reduce any sum payable under the same.

8. POWER TO REMEDY

- 8.1 If the Chargor at any time defaults in complying with any of its obligations contained in this Standard Security, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.
- 8.2 Any moneys so expended by the Lender shall be repayable by the Chargor to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.

9. FURTHER ASSURANCE

- 9.1 The Chargor shall, if and when required by the Lender execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to the Property to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by this Standard Security over the Property or any part thereof or to facilitate the realisation of the same.
- 9.2 Such further Security and assurances shall be prepared by or on behalf of the Lender, at the expense of the Chargor, and shall contain such clauses for the benefit of the Group Members as the Lender may reasonably require.

10. POWERS ON ENFORCEMENT

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice exercise all the powers conferred by the Standard Conditions, as varied or extended by this Standard Security, and all the powers and discretions conferred by this Standard Security either expressly or by reference.

11. SUBSEQUENT SECURITY

11.1 If the Lender receives notice of any subsequent Security affecting the Property or any part thereof, the Lender may open a new account for the Chargor.

11.2 If it does not open a new account then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice.

12. CONTINGENCIES

12.1 If the Lender enforces the security constituted by this Standard Security at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender may pay the proceeds of any recoveries effected by it into a suspense account.

12.2 The Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:-

12.2.1 paying all costs, charges and expenses incurred and payments made by the Lender in the course of such enforcement; and

12.2.2 paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

13. REDEMPTION OF PRIOR SECURITY

13.1 If an Event of Default is continuing or if requested by the Chargor, the Lender may:-

13.1.1 redeem any prior Security against the Property; and/or

13.1.2 procure the transfer of that Security to itself; and/or

13.1.3 settle and pass the accounts of the prior creditor or chargee and any accounts settled and passed will be conclusive and binding on the Chargor.

13.2 The Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer.

14. POWER TO DEAL WITH ASSETS THAT ARE NOT PROPERTY

14.1 If the Lender enforces the security constituted by this Standard Security, the Lender may, on the Chargor's behalf, remove, store, sell or otherwise deal with any goods, animals or effects that are at the Property, without being responsible to the Chargor for any loss.

14.2 Any moneys received by the Lender or by any Receiver relating to any item described in clause 14.1 will, after the deduction of all costs, fees, expenses and taxes incurred in respect of the sale of such items, be paid to the Chargor.

15. APPLICATION OF PROCEEDS

- 15.1 All moneys received by the Lender shall be applied, after the discharge of all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Group Members may from time to time conclusively agree, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine.

16. PROTECTION OF THIRD PARTIES

- 16.1 In favour of any purchaser or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender, as varied and extended by this Standard Security, shall be deemed to arise, immediately after the execution of this Standard Security.
- 16.2 No purchaser or other person dealing with the Lender shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Standard Security has become exercisable or whether any money is due on the security of this Standard Security or as to the propriety or regularity of any sale by, or other dealing with, the Lender or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Standard Security and to be valid and effectual accordingly.

17. DELEGATION

- 17.1 The Lender may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Standard Security. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender may think fit. The Lender will not in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

18. INDEMNITIES

- 18.1 The Chargor shall pay to the Lender on demand the amount of all costs and expenses (including legal fees, stamp duties and any value added tax) incurred by the Lender in connection with the enforcement, preservation or release of any rights under this Standard Security on a full indemnity basis.
- 18.2 The Lender and any attorney, agent or other person appointed by the Lender under this Standard Security and the officers and employees of the Lender and any such attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Property in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:
- 18.2.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Standard Security; or
- 18.2.2 any breach by the Chargor of any of its obligations under this Standard Security; or
- 18.2.3 any claim made or asserted against an Indemnified Party under any law which would not have arisen if this Standard Security had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

19. POWER OF ATTORNEY

19.1 The Chargor, by way of security irrevocably appoints each of the Lender and its delegates severally to be its attorney in its name and on its behalf:-

19.1.1 to execute and complete any documents or instruments which the Lender may require for perfecting the title of the Lender to the Property or for vesting the same in the Lender, its nominee or any purchaser;

19.1.2 to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause **Error! Reference source not found.** (Further assurance); and

19.1.3 otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender under this Standard Security or which may be deemed expedient by the Lender in connection with any disposition, realisation or getting in of the Property or any part thereof or in connection with any other exercise of any power under this Standard Security.

19.2 The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 19.1 shall do, or purport to do, in the exercise of his powers under clause 19.1

20. MISCELLANEOUS

20.1 Continuing security

This Standard Security and the obligations of the Chargor under this Standard Security shall:-

20.1.1 secure the ultimate balance of the Secured Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever;

20.1.2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to any Group Member; and

20.1.3 not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy.

20.2 Settlements conditional

Any settlement or discharge between any Group Member and the Chargor shall be conditional on no Security granted to, or disposition or payment to, that Group Member (whether by the Chargor or otherwise) being avoided or reduced as a result of insolvency or any similar event and the Lender shall be entitled to recover the value or amount of any such Security or payment from the Chargor and to enforce this Standard Security as if such settlement or discharge had not occurred.

20.3 No responsibility for loss

The Lender shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Standard Security.

20.4 No liability as heritable creditor in possession

The Lender shall not be liable to account as heritable creditor in possession in respect of all or any of the Property or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a heritable creditor in possession may be liable.

20.5 Partial invalidity

If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

20.6 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender or any Group Member, any right or remedy available to it under this Standard Security or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Standard Security and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law.

21. NOTICES

21.1 Any communication to be made under or in connection with this Standard Security shall be made in writing and, unless otherwise stated, may be made by fax or letter.

21.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Standard Security is:-

21.2.1 in the case of the Chargor, that specified above; and

21.2.2 in the case of the Lender:

Address: Santander UK plc
298 Deansgate
Manchester M3 4HH

Fax number: 0161 953 3517

Attention: Commercial Property Administration Manager,

or any substitute address, fax number or department or officer as either Party may notify to the other by not less than 5 Business Days' notice.

21.3 Any communication or document made or delivered by one person to another under or in connection with this Standard Security will only be effective:-

21.3.1 if by way of fax, when received in legible form; or

21.3.2 if by way of letter, when it has been left at the relevant address or 5 days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 21.2, if addressed to that department or officer.

21.4 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Lender shall specify for this purpose).

22. CALCULATIONS AND CERTIFICATES

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Standard Security, the entries made in the accounts maintained by a Group Member are prima facie evidence of the matters to which they relate.

22.2 Certificates and determinations

Any certification or determination by the Lender or a Group Member under this Standard Security or any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

22.3 No set off by the Chargor

All payments to be made by the Chargor under this Standard Security shall, subject to the terms of the Finance Documents, be calculated and be made without (and free and clear of any deduction for) set off or counterclaim.

23. SET OFF

The Lender or a Group Member may set off any matured obligation due from the Chargor against any matured obligation owed by the Lender or that Group Member to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender or that Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off.

24. CURRENCY

If a payment is made to the Lender under this Standard Security in a currency other than the currency in which it is expressed to be payable ("**Contractual Currency**"), the Lender may convert that payment into the Contractual Currency at a market rate of exchange in its usual course of business on or around the date of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall and such shortfall shall form part of the Secured Liabilities.

25. ASSIGNMENT

25.1 The Lender or any Group Member may at any time assign or otherwise transfer all or any part of its rights and obligations under this Standard Security or any Security created by or under it.

25.2 The Lender and each Group Member may disclose to any person: -

25.2.1 to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of the Secured Liabilities; and/or its rights and obligations under this Standard Security;

25.2.2 with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Chargor;

25.2.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or

25.2.4 who is its Affiliate,

any information about the Chargor and this Standard Security as the Lender or that Group Member shall consider appropriate.

25.3 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Standard Security.

25.4 Any Group Member may rely on this clause 25.

26. GOVERNING LAW

26.1 This Standard Security shall be governed by, and construed in accordance with, Scots law and all claims and disputes between the Parties arising out of or in connection with this Standard Security (whether or not contractual in nature) shall be determined in accordance with Scots law.

26.2 If in any court either Party argues that a court other than the courts of Scotland has jurisdiction to determine a dispute or difference between the Parties arising out of or in connection with this Standard Security that issue shall be determined in accordance with Scots law and each Party irrevocably and unconditionally waives any right it might otherwise have to rely upon the law of the forum or any other law.


27. WARRANTICE

The Chargor grants warrantice but without prejudice to the Lender's right to quarrel or impugn the same on any ground of law not inferring warrantice against the Chargor : IN WITNESS WHEREOF these presents typewritten on this and the preceding [twelve] pages are subscribed as follows:-

SUBSCRIBED for and on behalf of CARLTON DEVELOPMENT GROUP LTD:

By:  Director
ALISON O'NEIL Full Name

✓ Phra

 Director/ Secretary
MALCOLM ALEXANDER Full Name

✓ Mole

At 15 STAFFORD ST

on 29.11.15

