014501/f/13

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a char
instrument. U

For further information, please refer to our guidance at:
e.gov.uk

WEDNESDAY

SCT 08/05/2013 #105
COMPANIES HOUSE

This form **must be delivered to the Registrar for re**
21 days beginning with the day after the date of creati
delivered outside of the 21 days it will be rejected unles
court order extending the time for delivery.

You **must** enclose a certified copy of the instrument wit
scanned and placed on the public record.

1 Company details

For official use 5

Company number	S C 0 6 7 3 2 3
Company name in full	MASTERTON LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 3 d 0 m 0 m 4 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	HSBC BANK PLC
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page
Please use a continuation page if you need to enter more details.

Description

Bo'Ness Road, Grangemouth, Title Number STG63734 under exception of (i) the area delineated in red and coloured pink on the plan 1 annexed and executed as relative to the standard security and (ii) the area delineated in green on the plan 2 annexed and executed as relative to the standard security.

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name KATY RAMSEY

Company name GATELEY (SCOTLAND) LLP

Address EXCHANGE TOWER

19 CANNING STREET

Post town EDINBURGH

County/Region MIDLOTHIAN

Postcode E H 3 8 E H

Country SCOTLAND

DX DX ED27, EDINBURGH

Telephone 0131 222 9591 (HSB.1.4)

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

This form has been provided free of charge by Companies House.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 67323

Charge code: SC06 7323 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th April 2013 and created by MASTERTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2013.

Given at Companies House, Edinburgh on 10th May 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Certified as a true copy of the original subject to the exclusion of personal information permitted by Section 859G of the Companies Act 2006

Kelly Lanney

Gateley (Scotland) LLP

STANDARD SECURITY

by

Masterton Limited

in favour of

HSBC Bank plc

Property: Subjects at Bo'Ness Road, Grangemouth

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY.

- The Bank will hold this Standard Security as security for all your debts and/or your other liabilities to the Bank as set out in this Standard Security.
- This means that if any of your debts and/or your liabilities are not paid when due, the Bank can sell the Property described in Part 1 of the Schedule to this Standard Security and put the money from the sale towards your debts and/or your other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that the Bank has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given or may give in the future to the Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by the Bank on your behalf.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to the Bank or which may be given in the future.
- This Standard Security contains other terms which affect you.

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

We, Masterton Limited (formerly known as J.R. Masterton & Son (Demolitions) Limited conform to Certificate of Incorporation on Change of Name dated 20 April 2011), incorporated under the Companies Acts (Company Number SC067323) and having our Registered Office at Masterton Limited, Bo'ness Road, Grangemouth, Stirlingshire, FK3 9XF ("**the Borrower**") undertake to pay to **HSBC Bank plc**, incorporated under the Companies Acts (Company Number 00014259) and having their Registered Office at 8 Canada Square, London E14 5HQ and their successors and assignees ("**the Bank**") on demand all sums of principal, interest and charges now due and that may become due to the Bank by the Borrower whether solely or jointly with any other person or persons, corporation, firm or other body and whether as principal or surety;

DECLARING THAT;

1. the interest referred to above shall be at the rate or rates agreed between the Bank and the Borrower or, failing such agreement, at the rate determined by the Bank and shall be payable on such dates as may be so agreed or determined by the Bank;

2. in the event of any breach of the obligations contained or referred to in this Standard Security, the Bank (without giving notice to the Borrower and without prejudice to all other rights and powers available to the Bank) shall be entitled to withhold further facilities from the Borrower and to return without making payment thereof, any cheques, bills of exchange, direct debits and other like documents drawn on the Bank by the Borrower or otherwise bearing to be payable by the Bank to the Borrower's order;

3. if the Bank receives or is deemed to have received notice of any subsequent security or charge affecting the Property (defined below) or any part of it then the Bank may open a new account or accounts with the Borrower and if the Bank does not open a new account or accounts then, unless the Bank gives written notice to the Borrower to the contrary, it shall be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made by the Borrower to the Bank shall, notwithstanding any instructions by the Borrower to the contrary, be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount secured by this Standard Security at the time when the Bank received or was deemed to have received such notice;

4. where the Borrower is liable for the debts of a third party, the Borrower shall not:

   (a) in competition with or in priority to the Bank make any claims against that third party; or

   (b) take or share in or enforce any security in respect of such debts, until the debts of the third party to the Bank have been paid in full;

   and such liability shall not be affected by the existence of any other security or guarantee or by any other security or guarantee becoming void or unenforceable; and the Bank may place to the credit of a suspense account for so long as it considers desirable any monies received by it in respect of such debts without any obligation to apply them towards

payment of such debts; and in applying monies towards payment of such debts the Bank may appropriate them towards such part(s) of the debts as it thinks fit;

5. the Bank may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities created by this Standard Security, except insofar as the Bank expressly so agrees) allow any person(s) any time or indulgence to enter into, renew, vary or end any arrangement, security or guarantee with any person(s); and

6. a certificate signed by any official or manager of the Bank shall (save for manifest error) conclusively ascertain the sums due by the Borrower to the Bank;

For which sums the Borrower **GRANTS** a Standard Security in favour of the Bank over the property described in Part 1 of the Schedule annexed and executed as relative to this Standard Security (**"the Property"**); the Standard Conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply; and the Borrower agrees that the Standard Conditions shall be varied to the effect specified in Part 2 of the said Schedule; the Borrower grants warrandice; and the Borrower consents to the registration of this Standard Security and of any certificate as referred to in paragraph 6 above for execution: IN WITNESS WHEREOF these presents consisting of this and the one preceding page together with the schedule in two parts and the two plans annexed are subscribed as follows:-

ss Signature of *Director/~~Authorised Signatory~~

NORMAN GATER

Full name of above (print)

05/04/2013

Date of signing

GRANGEMOUTH

Place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY MASTERTON LIMITED IN FAVOUR OF HSBC BANK plc

PART 1

DESCRIPTION OF PROPERTY SECURED IN FAVOUR OF THE BANK

ALL and WHOLE subjects on the south west side of Bo'Ness Road, Grangemouth, FK3 9XF registered in the Land Register of Scotland under Title Number STG63734 but excluding therefrom (i) the area delineated in red and coloured pink on the plan 1 annexed and executed as relative hereto and (ii) the area delineated in green on the plan 2 annexed and executed as relative hereto.

PART 2

VARIATIONS TO THE STANDARD CONDITIONS

1. Interpretation

In this Standard Security:

(a) **"Debt"** means debt as defined in Section 9(8)(c) of the Conveyancing and Feudal Reform (Scotland) Act 1970;

(b) **"Environmental Claim"** means any claim or any action being taken or threatened to be taken against the Borrower (including any action by any official body) in respect of any breach which it is asserted the Borrower has committed of any Environmental Laws or Environmental Permits;

(c) **"Environmental Laws"** means all applicable laws, regulations and directives and all notices, circulars, guidance, codes of practice, orders, judgements and decisions of any court or other competent authority in any jurisdiction concerning the pollution or protection of the environment or the health of humans, animals or plants (including public and workers' health and safety) or the generation, use, treatment, storage, transportation or disposal or discharge or release into the environment of any chemicals or other pollutants or contaminants or industrial, radioactive, dangerous, toxic or hazardous substances or wastes (in whatever form and including noise and genetically modified organisms);

(d) **"Environmental Permits"** means all permits, licences, consents, approvals, certificates and other authorisations of any kind required under Environmental Laws;

(e) **"Expenses"** means all costs and liabilities incurred by or imposed on the Bank in any way relating to or arising out of (i) its enforcement or preservation of the obligations of the Borrower to the Bank in terms of this Standard Security; (ii) any exercise or non-exercise by the Bank of any power or discretion conferred by this Standard Security upon it in relation to the Property or any part of the Property; and (iii) the preparation and execution of this Standard Security and any variation, restriction or discharge of this Standard Security and, where any of such deeds are recorded or registered, the recording or registration of such deeds;

(f) **"Facility Letter"** means any letter addressed to the Borrower, or any agreement or other document between the Borrower and the Bank setting out the basis on which the Bank will make or will continue to make credit or other banking facilities available to the Borrower, and includes any revision or supplement or amendment to or substitution for, such letter, agreement or document;

(g) **Moveable Property"** means any plant, machinery, equipment, furniture or other corporeal moveable property in or upon the Property (whether attached or not);

(h) **"Planning Acts"** means the Town and Country Planning (Scotland) Acts 1947 to 1997 and all Orders, Regulations and Instruments under such Acts for the time being in force;

(i) **"Property Insurance"** means the policy or policies of insurance relative to the Property and effected in accordance with Standard Condition 5 as varied by paragraph 5 of Part 2 of the Schedule;

(j) **"Schedule"** means the Schedule annexed and executed as relative to this Standard Security;

(k) **"Standard Condition"** means standard condition as defined in Section 11 of the Conveyancing and Feudal Reform (Scotland) Act 1970;

(l) any reference to any statute, or any section of any statute, shall be deemed to include any statutory modification or re-enactment of that statute or section;

(m) references to the singular shall include the plural and vice versa; and

(n) the headings are used for guidance only.

2. Maintenance, Repair and Management

The Borrower shall:

(a) repair, and keep in good and substantial repair and condition and, if necessary, without delay and in a good and workmanlike manner, complete, renew, rebuild or reinstate all buildings and other erections and fixtures in or upon the Property to the reasonable satisfaction of the Bank;

(b) permit the Bank or its agents to enter upon the Property at all reasonable hours on reasonable notice to examine the condition of the Property and to do any work which the Borrower has failed to do in accordance with its obligations under this Standard Security; and

(c) observe any condition or perform any obligation in respect of the Property lawfully binding on him in relation to the Property including without prejudice to the foregoing generality the payment of rent and other sums payable under any lease or sub-lease under which the Property is held by the Borrower or any other.

3. Sale, Transfer and Other Acts Affecting the Property

The Borrower shall <u>not</u> without the Bank's prior written consent:

(a) grant any conveyance, transfer or assignation of the Property or any part of it;

(b) grant any other security or charge over the Property or any part of it;

(c) grant any servitude, wayleave or real condition or other rights over the Property or any part of it;

(d) waive, release or vary the obligations of any other person in relation to the Property;

(e) enter into any agreement under Section 19 of the Land Registration (Scotland) Act 1979 or Section 75 of the Town and Country Planning (Scotland) Act 1997 in relation to the Property or any part of it;

(f) detach or allow to be detached any fixture or fitting from the Property except for the purpose of effecting necessary repairs or replacing it with another of at least equal value; and

(g) apply for an improvement grant or other grant in respect of the Property or any part of it.

4. Planning

The Borrower shall:

(a) not without the Bank's prior written consent make directly or indirectly an application for planning permission in respect of the Property or any part of it;

(b) not without the Bank's prior written consent change or permit or suffer to be changed the present use of the Property; and

(c) provide the Bank with a copy of (i) any application made in accordance with this paragraph 4 and (ii) any document evidencing the granting of planning permission relative to the Property.

5. Insurance

(a) The Borrower shall:

(i) insure and keep insured the Property and the Borrower's fixtures and fittings in the Property in the name of the Borrower with an insurer and against such risks and upon such terms as the Bank may approve from time to time in a sum no less than its full reinstatement value;

(ii) at the option of the Bank, either have the Bank's interest noted on the Property Insurance (using a form of endorsement approved by the Bank) or ensure that the Property Insurance is effected in the joint names of the Borrower and the Bank;

(iii) comply with the provisions of the Property Insurance and the Borrower shall not do or allow to be done, nor fail to do anything on the Property which might jeopardise the Property Insurance;

(iv) inform the Bank in writing within 7 days of the occurrence of any circumstances which would be likely to affect the validity of the Property Insurance;

(v) notify the Bank of any excess applying to the Property Insurance;

(vi) reimburse the Bank in respect of any premium which may become due in respect of any insurance reasonably effected by the Bank to protect against a breach by the Borrower of the obligations contained in this paragraph 5;

(vii) ensure that every insurance policy effected by the Borrower in accordance with this paragraph 5 contains a clause (in terms satisfactory to the Bank) under which such insurance will not be prejudiced, vitiated or voidable as against a heritable creditor such as the Bank in the event of any misrepresentation, act or neglect or failure to disclose on the part of the insured party or parties (subject to the payment of any increased premium required by the insurer) and will not be invalidated as against a heritable creditor for failure to pay any premium due without the insurer giving to the Bank 14 days prior written notice;

(viii) give the Bank such particulars relating to the Property as the Bank or its insurers may reasonably require, from time to time, for the purpose of effecting, maintaining or reviewing the Property Insurance;

(ix) inform the Bank within 14 days of any occurrence which may give rise to a claim under the Property Insurance;

(x) pay on demand to the Bank or to the insurers (as directed by the Bank) all premiums and other sums payable in respect of the Property Insurance and, if requested by the Bank, where such payment was made to the insurers, to produce to the Bank on demand the policy or policies comprising the Property Insurance and the receipt(s) for the premiums and other payments made in respect of the Property Insurance; and

(xi) not settle or adjust any claim under the Property Insurance without the Bank's prior written consent.

(b) The Bank shall be entitled to arrange, in whole or in part, the Property Insurance with a reputable insurer. If the Bank does not intimate its intention in writing to arrange the Property Insurance the Borrower shall effect and maintain the Property Insurance in accordance with Standard Condition 5 as amended by this paragraph 5.

(c) All monies becoming payable under the Property Insurance shall be applied either in making good the loss or damage in respect of which such monies become payable or, at the option of the Bank, towards discharging the sums secured by this Standard Security.

(d) The Borrower declares that it will hold all monies paid to it in respect of the Property Insurance in trust for the Bank to be applied at the direction of the Bank, as beneficiary, for the purposes detailed in paragraph 5(c) above.

(e) The Borrower hereby intimates to the Bank the coming into effect of the trust declared in and created by paragraph 5(d) above.

(f) The Borrower hereby assigns to the Bank its rights and claims under the Property Insurance.

6. Leasing

(a) The Borrower shall:

(i) not without the Bank's prior written consent part with possession of the Property or any part of it or grant or agree to grant to any person any lease, sub-lease, licence, right or interest to occupy the Property or any part of it;

(ii) not without the Bank's prior written consent give any consent where the Borrower's consent is required in terms of any lease, sub-lease, licence, right or interest affecting the Property or any part of it;

(iii) not without the Bank's prior written consent accept or agree to accept any renunciation or surrender of any lease or sub-lease of the Property or any part of it;

(iv) not without the Bank's prior written consent vary the terms of any lease, sub-lease, right or interest affecting the Property or any part of it;

(v) not without the Bank's prior written consent agree the level of any rent payable at any rent review under any lease, sub-lease, licence, right or interest affecting the Property or any part of it;

(vi) deliver to the Bank, upon a request by the Bank, a validly executed assignation of the benefit of any guarantee held by the Borrower in respect of the liabilities and obligations of the tenant, licensee or other third party occupants under and in terms of any lease, sub-lease, licence, right or interest affecting the Property or any part of it; and

(vii) deliver to the Bank, in the event of the Borrower granting a lease, sub-lease, licence, right or interest affecting the Property or any part of it or agreeing to a review of the rent payable for the Property or any part of it (a) within 28 days of the granting of any such lease, sub-lease, licence, right or interest or any such review, full details of any such lease, sub-lease, licence, right or interest or any such review and (b) the landlord's copy of the completed and stamped lease, licence or other document evidencing the right of a third party to occupy the Property or any part of it, or the document recording the rent review to be retained by the Bank during the period of this Standard Security.

(b) Where the Property is held by the Borrower under a lease or sub-lease, the Borrower shall:

(i) not without the Bank's prior written consent vary the terms of that lease or sub-lease;

(ii) not agree the level of any rent payable at any rent review under that lease or sub-lease or the appointment of any arbiter or expert in respect of such review without the Bank's prior written consent;

(iii) not consent to any sub-letting of the whole or any part of the Property without the Bank's prior written consent; and

(iv) in the event of the Borrower granting a sub-lease of the Property or any part thereof, or agreeing to a review of the rent payable for the Property or any part thereof, deliver to the Bank full details of any such sub-lease or any such review within 28 days of the granting of any such sub-lease or any such review and as soon as possible thereafter deliver to the Bank the landlord's copy of the completed and stamped sub-lease or document recording the review.

7. Environmental Law

The Borrower shall:

(a) comply with all Environmental Laws and Environmental Permits applicable from time to time to all or any part of the Property and not allow any circumstances to arise which might lead to an Environmental Claim relating to all or any part of the Property or to the Borrower having to take action to avert the possibility of such Environmental Claim;

(b) inform the Bank immediately in writing if:

(i) the Borrower receives notice of any Environmental Claim relating to all or any part of the Property; or

(ii) compliance with any Environmental Laws or Environmental Permits applicable from time to time to all or any part of the Property is likely to require the Borrower to incur significant expenditure which may affect the Borrower's ability to perform the obligations imposed on it under this Standard Security;

(c) inform the Bank as soon as the Borrower becomes aware of any substance which is present upon or being emitted from the Property which might give rise to any Environmental Claim or have an adverse effect on the value or marketability of the Property; and

(d) indemnify the Bank against all costs, expenses and liabilities suffered or incurred directly or indirectly as a result of any non-compliance or alleged non-compliance with any Environmental Laws or Environmental Permits applicable to all or any part of the Property or anything done or omitted to be done thereon.

8. Power of Attorney

The Borrower irrevocably appoints the Bank to be its attorney (with full power to delegate):

(a) to take any action necessary to renew any licence or consent necessary to carry out any operation or business on the Property in the name of the Borrower or otherwise; and

(b) to execute assignations by the Borrower in favour of the Bank of any obligations on a tenant or tenants or occupier or occupiers of the Property to pay any sums of money to the Borrower.

9. Default

In addition to the circumstances specified in Standard Condition 9, the Borrower shall be held to be in default on the happening of any of the following events:

(a) where any Debt secured by this Standard Security which is payable on demand or on the occurrence of any event has been lawfully demanded and that demand has not been complied with in the time limit specified;

(b) on the occurrence of any breach of the terms of any Facility Letter entered into between the Borrower and the Bank;

(c) on the whole or any part of the Property being compulsorily acquired or becoming liable to be so acquired; or

(d) if the Borrower suffers any diligence to be levied on the Property or the Moveable Property.

10. Bank's Rights on Default

In addition to the rights set out in Standard Condition 10, the Bank shall have the following additional rights on default:

(a) to make any exchange or arrangement as to boundaries with neighbouring proprietors or others;

(b) to redeem any standard security, charge or encumbrance against the Property or any part of it or to procure the transfer of any such standard security, charge or encumbrance to itself; and

(c) to sever, remove, store, sell or otherwise deal with the Moveable Property (subject to the Bank having given 7 days' notice to the Borrower to remove the Moveable Property and it has not been removed within the 7 day period) subject only to an obligation to account to the Borrower for any price received by the Bank for any of the Moveable Property net of the costs incurred by the Bank in selling or otherwise dealing with the Moveable Property, and the Bank shall not be liable for any loss or damage to the Borrower, and the Borrower shall indemnify the Bank against all losses and Expenses incurred by the Bank in relation to the

Moveable Property including any claims by third parties in relation to the removal or dealing by the Bank with any Moveable Property in which the said third parties have an interest.

11. Expenses

The Borrower shall keep the Bank indemnified against all Expenses (on a full indemnity basis). The Borrower shall be liable to pay the Expenses to the Bank on demand. The Expenses shall bear interest at the rate in force at the relevant time in respect of advances secured by this Standard Security.

12. Assignation

The Bank shall be entitled at any time to assign this Standard Security to any person.

13. Disclosure of Information

The Borrower hereby consents to the disclosure by the Bank of any information about the Borrower or this Standard Security:

(a) to any person to whom the Bank has assigned or transferred or intends to assign or transfer its rights under this Standard Security;

(b) to any company within the HSBC Group;

(c) to any agent of the Bank or of any company within the HSBC Group; or

(d) to any other person if required or permitted by law to do so.

14. Currency Conversion

The Bank may convert any money received under this Standard Security from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this paragraph to currency include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

15. Bank's Written Consent and Reasonable Requirement

Where the words "without the Bank's prior written consent" appear in this Standard Security, the Bank will not unreasonably withhold consent. The Borrower agrees that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:

(a) the Bank's ability to enforce this Standard Security;

(b) the value of the Property and the Bank's ability to sell the Property;

(c) the Bank's ability to recover the Debt; or

(d) the assessment of the value of this Standard Security as an asset of the Bank.

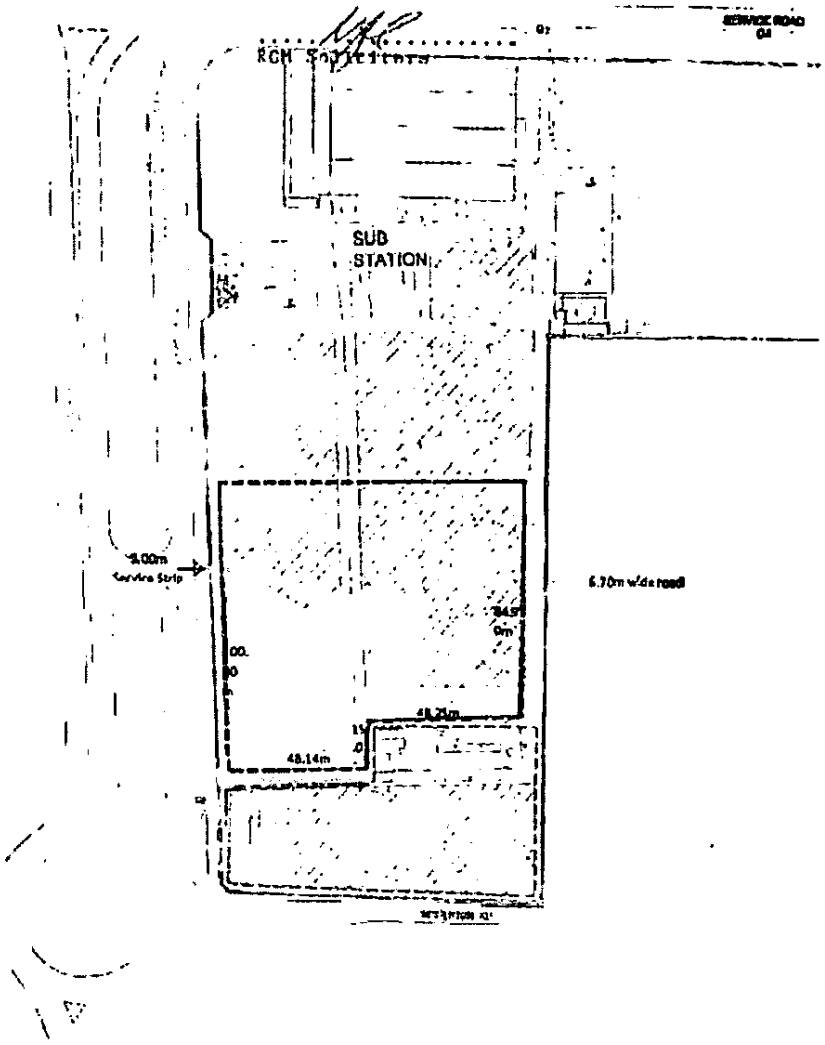
16. Severance and Modification - Unenforceability

(a) If any of the provisions of this Standard Security is or becomes invalid or unenforceable in any way under any law, the validity of the remaining provisions will not in any way be affected or impaired.

(b) If any invalid or unenforceable provision would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

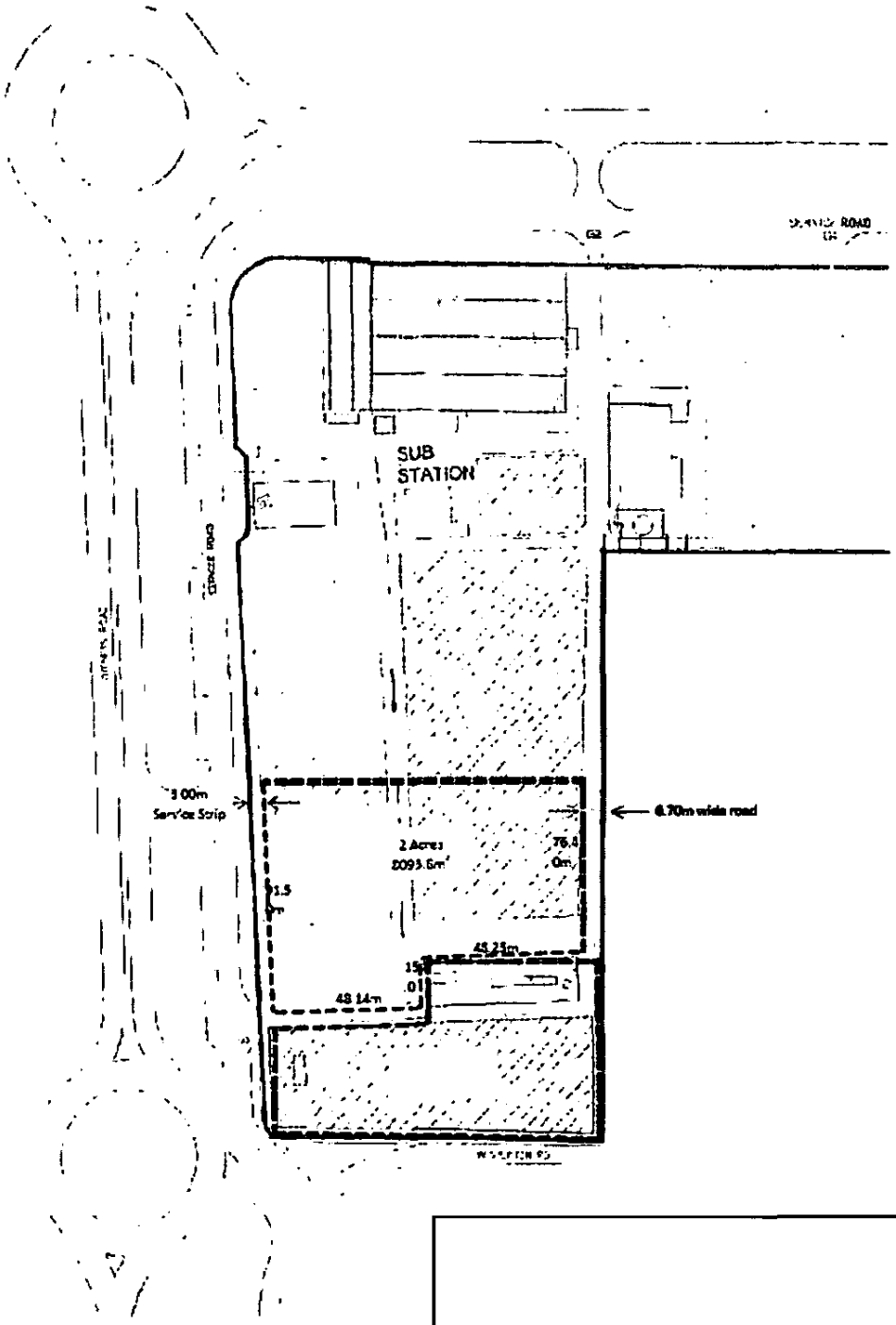
Signature of *Director/~~Co-Secretary/Authorised Signatory~~

This is the Plan 1 referred to in the foregoing Standard Security by Masterton Limited in favour of HSBC Bank plc in respect of subjects on the south west side of Bo'Ness Road, Grangemouth, FK3 9XF



Signature of *Director/~~Co Secretary/Authorised Signatory~~

This is the Plan 2 referred to in the foregoing Standard Security by Masterton Limited in favour of HSBC Bank plc in respect of subjects on the south west side of Bo'Ness Road, Grangemouth, FK3 9XF



Signature of *Director/~~Co-Secretary/Authorised Signatory~~