

# MR01 03649076B

## 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](http://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 charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. The  
instrument must be scanned and placed on the public record.

THURSDAY



SCT

\*S4JJN9XN\*

05/11/2015

#194

COMPANIES HOUSE

### 1 Company details

Company number S C 2 5 5 7 1 0

Company name in full HALL AND ROBERTSON (HOMES) 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 3 0 1 0 2 0 1 5

### 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 HARPMANOR LIMITED

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

ALL and WHOLE that plot or area of ground at Mains of Park, Lonmay, Aberdeenshire extending to 0.99 acres or thereby as shown coloured pink on the plan annexed and subscribed as relative to the standard security which subjects for part and portion of the subjects lying in the Parish of Lonmay and County of Aberdeen extending to 178.252 acres or thereby more particularly described (First) in and delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by Colonel Stewart St Barbe Collins with consents thereinmentioned in favour of Clydesdale North of Scotland Bank Limited dated 30th November and 3rd December and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 15th December all days of the year 1962 - BEING THE SUBJECTS NOW REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN125131

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

MR01

Particulars of a charge

8

**Trustee statement <sup>1</sup>**

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

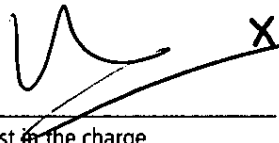
**Signature**

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 **FIONA JOHNSTON**

Company name **MELICKS SOLICITORS**

Address **160 HOPE STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 2 T L**

Country

DX

Telephone **0141 332 0902**



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 255710

Charge code: SC25 5710 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th October 2015 and created by HALL AND ROBERTSON (HOMES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2015.

Given at Companies House, Edinburgh on 17th November 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## Standard Security

This Standard Security is made between the Lender and the Borrower named below and incorporates the provisions set out below and overleaf.

**The Lender** Harpmanor Limited, a Company incorporated in England and Wales under the Companies Acts (Company Number 01954109) and having its Registered Office at Lake View, Lakeside, Cheadle, SK8 3GW

(also we, us our)

Where the borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally.

**The Borrower**  
(also you, your, yours)

**HALL AND ROBERTSON (HOMES) LIMITED, a Company incorporated in Scotland under the Companies Acts (Company Number SC255710) and having its Registered Office at The Office, Crimond Airfield, Crimond, Fraserburgh, AB43 8QQ**

**The Consentor**  
(where applicable)

residing at the property

**The Property** ALL and WHOLE that plot or area of ground at Mains of Park, Lonmay, Aberdeenshire extending to 0.99 acres or thereby as shown coloured pink on the plan annexed and subscribed as relative hereto; which subjects for part and portion of the subjects lying in the Parish of Lonmay and County of Aberdeen extending to 178.252 acres or thereby more particularly described (First) in and delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by Colonel Stewart St Barbe Collins with consents therein mentioned in favour of Clydesdale North of Scotland Bank Limited dated 30<sup>th</sup> November and 3<sup>rd</sup> December and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on 15<sup>th</sup> December all days of the year 1962

**Prior Security:**

**Secured Debt:** Any money or liability which may now or at any time in the future be payable or owed by the Borrower to the Lender.

**The Act:** The Conveyancing and Feudal Reform (Scotland) Act 1970

**Mortgage Conditions:** The Mortgage Conditions of the Lender set out on the reverse hereof.

The Borrower hereby undertakes to pay to the Lender the Secured Debt: And the Borrower agrees that a certificate signed by a person duly authorised by the Lender to act in that behalf shall conclusively ascertain the amount due to the Lender at any time: FOR WHICH the Borrower, with the consent of the Consentor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 GRANTS a Standard Security in favour of the Lender over the Property: The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a Matrimonial Home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 nor a Family Home in terms of the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 in relation to which any spouse or civil partner of the Borrower has occupancy rights. The Standard Conditions specified in Schedule 3 to the Act as varied by the Mortgage Conditions shall apply: But the security hereby granted is subject to the Prior Security (if any): And, subject as aforesaid, the Borrower grants warrandice: And the Borrower consents to the registration hereof and of any certificate given by us for execution.

IN WITNESS WHEREOF these presents are subscribed by the Borrower/Consentor at INVERURIE (place)

on 18/05/2015 (date) before the witness specified below.

Borrower/Consentor Signature

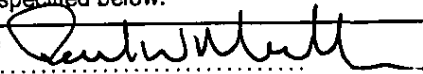


KEVIN GABBINS  
DIRECTOR

Borrower/Consentor Signature

Borrower/Consentor Signature

Signature



(Witness)

Name (in full)

PAUL WILSON MACALLAN

Address

600 MARKET PLACE

INVERURIE

Signature

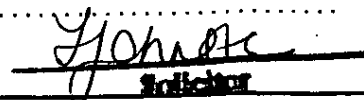
(Witness)

Name (in full)

Address

Certified a True

Copy

  
Solicitor

# YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY OTHER DEBT SECURED ON IT

(ONE) IN CONSTRUING THESE PRESENTS AND IN THE STANDARD SECURITY, THE FOLLOWING EXPRESSIONS HAVE THE MEANINGS HEREBY ASSIGNED TO THEM RESPECTIVELY, VIZ:

- 1.1 "The Lender" is HARPANOR LIMITED
- 1.2 "The Debtor" means the person described as the Borrower in the Standard Security (whether or not in receipt of a loan or advance from the Lender) and his successors in Title and any person who undertakes the obligations of the Debtor.
- 1.3 "Loan Documentation" means any loan agreement (including a Regulated Agreement), for the operation of a current account, credit or debit card, banking or money transmission facilities or guarantee or any other deed, agreement or document under which the Debtor or any one of them is or may be indebted to the Lender.
- 1.4 "The Standard Security" refers to any given Standard Security or Charge into which these Conditions are incorporated.
- 1.5 "The Secured Debt" means the aggregate of all the money outstanding for the time being on the security of the Standard Security including, where the context admits, the costs of redemption or discharge.
- 1.6 "The Property" means the property described in the Standard Security and any part or parts of it and shall include the reversionary interest of the Debtor therein.
- 1.7 "Regulated Agreement" shall have the meaning given by the 1974 Consumer Credit Act but shall also include any agreement which or of which any part would, but for Condition 2.2 below, become a Regulated Agreement by virtue of the Standard Security and Section 62 of the 1974 Act.
- 1.8 "Specified Rate" means the rate of interest as applied from time to time to the Secured Debt and, where different rates of interest are applied to different parts of the Secured Debt any one of such rates as the Lender shall in its absolute discretion choose.
- 1.9 "The 1970 Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any further statutory modification or re-enactment of it.
- 1.10 "The 1974 Act" means the Consumer Credit Act 1974 as amended from time to time.
- 1.11 Obligations of more than one person are joint and several obligations.
- 1.12 Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.
- 1.13 In case of conflict the Loan Documentation prevails over these Conditions in relation to the indebtedness to which it applies.
- 1.14 In construing the Lender it includes its successors and assignees.
- (TWO) LIABILITIES SECURED BY THE STANDARD SECURITY
- 2.1 The Standard Security shall (subject to Condition 2.2.) be a continuing security to the Lender for payment of all present and future indebtedness of the Debtor to the Lender in respect of:
- 2.1.1 any loan or advance made at any time to the Debtor (or any one or more of them) or in respect of which the Debtor is guarantor,
- 2.1.2 any current and/or other account with interest thereon and banking charges,
- 2.1.3 any money becoming payable to the Lender by the Debtor under these Mortgage Conditions
- 2.1.4 all other liabilities whatsoever of the Debtor to the Lender present future actual and/or contingent.
- 2.2 Notwithstanding the provisions of Condition 2.1, the Standard Security and security given by it shall not extend or apply to any obligations under a Regulated Agreement except:
- 2.2.1 a Regulated Agreement which embodies the Standard Security as required by the 1974 Act,
- 2.2.2 a Regulated Agreement to which the provisions of Part V of the 1974 Act do not apply, including (but not by way of limitation) an agreement to overdraw on a current account within the meaning of the 1974 Act.
- 2.3 The Lender may appropriate to any part of the Secured Debt (whether interest, principal or other money) as it may choose:
- 2.3.1 any sum of money received from the Debtor or standing to his credit in the records of the Lender,
- 2.3.2 any sum of money received from any other person if for the credit of the Debtor.
- 2.4 Where any sum of money becomes due from the Debtor to the Lender under these Conditions (other than under Conditions 2.1.1 and 2.1.2) then unless otherwise stated in these Conditions it shall be payable without any prior demand and it shall in any event bear interest at the Specified Rate from the date when it becomes payable.
- (THREE) CERTIFICATION OF SECURED DEBT
- 3.1 The amount of the Secured Debt due to the Lender at any time shall be sufficiently ascertained by notice in writing signed by a duly authorised official of the Lender.
- (FOUR) GENERAL PROVISIONS
- 4.1 The Debtor shall not grant or agree to grant any lease or tenancy of, or confer any enforceable licence to occupy the Property or grant any further securities over the Property, without the written consent of the Lender.
- 4.2 The Lender shall be entitled to all costs charges and expenses incurred by the Lender in relation to the Standard Security and any indebtedness or liabilities secured by it on a basis of full indemnity, including in the case of expenses all expenses on an agent and client scale.
- 4.3 Each of the provisions of the Standard Security and these Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions and of the Standard Security shall not in any way be affected or impaired.
- (FIVE) INSURANCE
- 5.1 The Lender may at the expense of the Debtor insure and keep insured the Property for full reinstatement value against loss or damage by fire and other risks as the Lender may from time to time require whether in the name of the Lender alone or in the names of the Lender and the Debtor.
- 5.2 The Debtor shall pay to the Lender on demand the amount of all premiums required to effect or maintain any policy for such insurance and may (if the Lender agrees) pay the same by monthly or other instalments of agreed amounts.
- 5.3 The Debtor shall not insure the Property on his own behalf other than with the written consent of the Lender and subject to such conditions (including the payment of fees or charges) as the Lender may require.
- 5.4 The Lender may at its discretion apply or require to be applied any money received on any insurance of the Property whether effected by the Lender or the Debtor in or towards making good the loss or damage in respect of which the money is paid or in or towards discharge of the Secured Debt and the Debtor shall hold any such money received by him on such insurance in trust for the Lender.
- (SIX) OBLIGATIONS OF THE DEBTOR
- 6.1 The Debtor shall:
- 6.1.1 Without delay and in a proper manner complete any buildings in the course of erection on the Property.
- 6.1.2 Permit the Lender by its employees or agents with or without workmen and others to enter the Property in daytime on reasonable notice for the purposes of inspecting the condition of the Property.
- 6.1.3 Keep the property in good repair and condition and not put down, remove or dispose of any of it without the prior written consent of the Lender except in the ordinary course of use, repair or maintenance or improvement and in particular the Debtor shall do any works of repair or maintenance as required by the Lender.
- 6.1.4 In the event of having to do any such required repairs or maintenance, permit the Lender (as before) to enter the property to do the repairs or maintenance, and pay to the Lender on demand the costs and expenses of and incidental to such works.
- 6.1.5 Observe and perform all conditions affecting the property or relating to the use and enjoyment of it.
- 6.1.6 Produce to the Lender without delay any other permission notice or document of any kind affecting or likely to affect the Property and served on the Debtor by any third party so that the Lender may make copies.
- 6.1.7 Not do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Lender of the security created by the Standard Security nor permit any persons to become entitled to any proprietary right or interest which might affect the value of the Property.
- 6.1.8 Keep the Property always in his possession and available for disposal with vacant possession (subject to any lease or tenancy authorised under the terms of these conditions or having priority to the Standard Security) and not alter the use made of the Property without the prior written consent of the Lender.
- 6.1.9 Perform and observe the provisions of the Town and Country Planning (Scotland) Act 1972 or any statutory modifications or re-enactment of it and any other regulation or permission issued and given under it so far as the same relates to the Property and so that the Debtor fails to do so the Lender may remedy such failure and the Debtor shall pay to the Lender its expenses of doing so.
- 6.2 All of the obligations set out in condition 6.1 as are of a continuing nature shall be performed and observed throughout the continuance of the Standard Security.
- 6.3 Where the Property includes land, buildings or other real property that benefits from or is subject to an application for planning permission at any time during which liabilities remain owing under the security of the Standard Security the Debtor agrees to:
- 6.3.1 develop the relevant property to the Lender's satisfaction and in accordance with the timescale and conditions attached to the relevant planning permission (the "Works")

- 6.3.2 notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (sent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Property. The Debtor hereby waives all professional legal privilege in respect of the same;
- 6.3.3 notify the Lender in writing of the action the Debtor is taking in relation to the Works at least 12 months (or as soon as possible if there is less than 12 months available on completion of the Standard Security) prior to the issue of any timescale connected to triggering the relevant planning permission (including reserved matters) that authorises the Works;
- 6.3.4 procure written permission in relation to the Works and in particular the standard of workmanship in the Lender's favour in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;
- 6.3.5 procure that in any third party contract associated with the Works that the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Debtor as a party to such third party contracts in a format acceptable to the Lender;
- 6.3.6 co-operate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Property;
- 6.3.7 abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Debtor agrees the Lender's surveyor's appointment and any work undertaken by him is to be at the Debtor's cost on a full indemnity basis;
- 6.3.8 without prejudice to any other indemnity the Debtor has given to the Lender, the Debtor agrees to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Property and the ongoing progress of the Works as the Lender sees fit;
- 6.3.9 agree any further conditions that the Lender sees fit to impose in connection with the Works or the Property;

6.3.10 pay any sum payable to the Lender under this clause 4.11 immediately on demand.

## (SEVEN) POWERS OF THE LENDER

- 7.1 The powers and rights set out in these Conditions are in addition to all other powers and rights conferred by law on the Lender as Creditor under the 1970 Act.
- 7.2 The Lender may exercise any of the powers mentioned below immediately and without the necessity of giving any notice to the Debtor at any time or times after the happening of any of the following events:
- 7.2.1 If all monies due under all or any part of the Loan Documentation become immediately payable to the Lender,
- 7.2.2 If the Debtor or any person included in the Debtor shall become apparently insolvent or shall have a Bankruptcy Order made against him or enter into any arrangement with or for the benefit of his creditors or if (being a company) the Debtor shall go into liquidation whether voluntary or compulsory or shall have an administration order made in respect of its affairs business or property or have a receiver appointed in respect of the whole or any part of its undertaking,
- 7.2.3 If the Property shall be compulsory purchased or requisitioned,
- 7.2.4 If in the opinion of the Lender the Property shall have been injured or abandoned or shall be suffering depreciation through neglect mismanagement or any other cause.
- 7.3 In any of the events specified in sub-paragraph 7.2 above the whole of the Secured Debt shall become due forthwith from the Debtor to the Lender and the Lender may thereupon exercise all the powers conferred on it as a Creditor under the 1970 Act.
- 7.4 At any time or times after the power of sale shall become exercisable the Lender or any receiver appointed by it may:
- 7.4.1 eject from the Property the Debtor and any tenants or workmen or other persons in possession of it otherwise than with the written consent of the Lender,
- 7.4.2 accept such surrenders and grant such leases or tenancies as it shall in its absolute discretion think proper,
- 7.4.3 employ and pay collectors or other agents for carrying out such powers,
- 7.4.4 retain any money received by way of provision for any future payment or other money payable by the Debtor under the Loan Documentation, the Standard Security and these Conditions, as agent of the Debtor and at his expense remove store, sell or otherwise deal with any furniture other moveables or livestock left on the Property (without the Lender being liable for any resulting loss or damage) and apply any money received from such sale in defraying any expenses incurred under this Condition and then in or towards discharge of the Secured Debt.
- 7.5 The Debtor shall vacate the Property insofar as occupied by him or others for whom he is responsible and give the Lender immediate vacant possession thereof on the expiry of a period of seven days after the posting by Recorded Delivery of a Notice by or on behalf of the Lender addressed to the Debtor at his last known address of the Property given at any time after the Lender shall have become entitled to enter into possession of the Property and the Debtor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the Sheriffdom in which the Property is situated at the instance of the Lender.
- 7.6 The Lender may at any time (on reasonable notice to the Debtor except when the Lender is already in possession) effect and carry out any repairs, improvements or other works to the Property which it considers necessary or desirable to protect or maintain the value of the Property and any expenses so incurred shall be payable by the Debtor to the Lender on demand.
- 7.7 The Lender may assign to any person its rights to recover all or part of the Secured Debt and it may transfer, securitise, assign, charge or otherwise dispose of the benefit of all or any part of the Standard Security to that person at its absolute discretion.
1. The Debtor or the Guarantor (if any) agree that to the extent that the Lender agrees to transfer, securitise, assign, charge, or otherwise dispose of its rights and benefits to any person, they shall be bound to any such transferee, charge or assignee in like manner and to the extent as they are to the Lender under the Standard Security.
2. After the execution of any such transfer, assignment, charge or other disposition, the Loan Documentation and any special Order Conditions and these Conditions shall continue to apply to the Standard Security and all powers and discretions conferred on a Creditor by the 1970 Act shall be exercisable by the transferee.
3. Every statement of fact made in good faith and contained in such transfer shall as against the Debtor be conclusive and binding.
- 7.8 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver of such right or remedy nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 7.9 The Lender is not obliged to consider a request by the Debtor for a release of this Standard Security over part of the Property prior to the repayment of the Liabilities. However, the Lender may consider such a request, at its absolute discretion. The terms of such a partial release of this Standard Security are to be dictated at the Lender's absolute discretion and are to include payment of the Lender's costs for a part sale or transfer of the Property as set out in the Lender's Tariff of Charges.

## (EIGHT) REDEMPTION

The execution and delivery by the Lender of a Discharge of the Standard Security shall not discharge the Debtor or the Guarantor (if any) from personal liability in case it shall subsequently appear that on redemption the amount of the Secured Debt was under-calculated or understated by mistake. But (unless the Debtor or the Guarantor, as the case may be, was party or privy to the mistake) the Lender will not reply on this paragraph to sustain a claim against him unless it is made in writing within six months after the date of redemption.

## (NINE) FURTHER ASSURANCES AND POWER OF ATTORNEY

- 9.1 The Debtor undertakes with the Lender from time to time (for the purposes mentioned in Condition 9.2) notwithstanding that the Lender's power of sale may not have become exercisable, forthwith to execute any document or do any act or thing which the Lender may specify for perfecting or improving any Security created or intended to be created by the Standard Security or which the Lender may specify for facilitating the exercise or the proposed exercise of any of its powers or the protection, management or realisation of the Property comprised within the Standard Security.
- 9.2 For the purpose of securing the interest of the Lender in the Property, the Debtor irrevocably and by way of security appoints the Lender to be its attorney (with full power to appoint substitutes and to sub-delegate on its behalf and in its name or otherwise) to execute any document or do any act or thing which the Debtor is obliged to execute or do under the Standard Security or which the Lender (or its substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any power in the Lender, and any person appointed the substitute or delegate of the Lender shall in exercising the said power of attorney be the Agent of the Debtor who alone shall be responsible for the acts and defaults of such substituted person or delegate, and the Lender shall not be responsible for any misconduct, negligence or default of such substituted person or delegate.

## (TEN) MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981 AS AMENDED

10.1 Where the Debtor in the Standard Security, where appropriate, has not signed an Affidavit, that the Property is not a matrimonial home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended, or where the Lender has dispensed with the requirement for the Debtor to swear such an Affidavit where appropriate, the Debtor will at any time when called upon to do so by the Lender, execute the same.

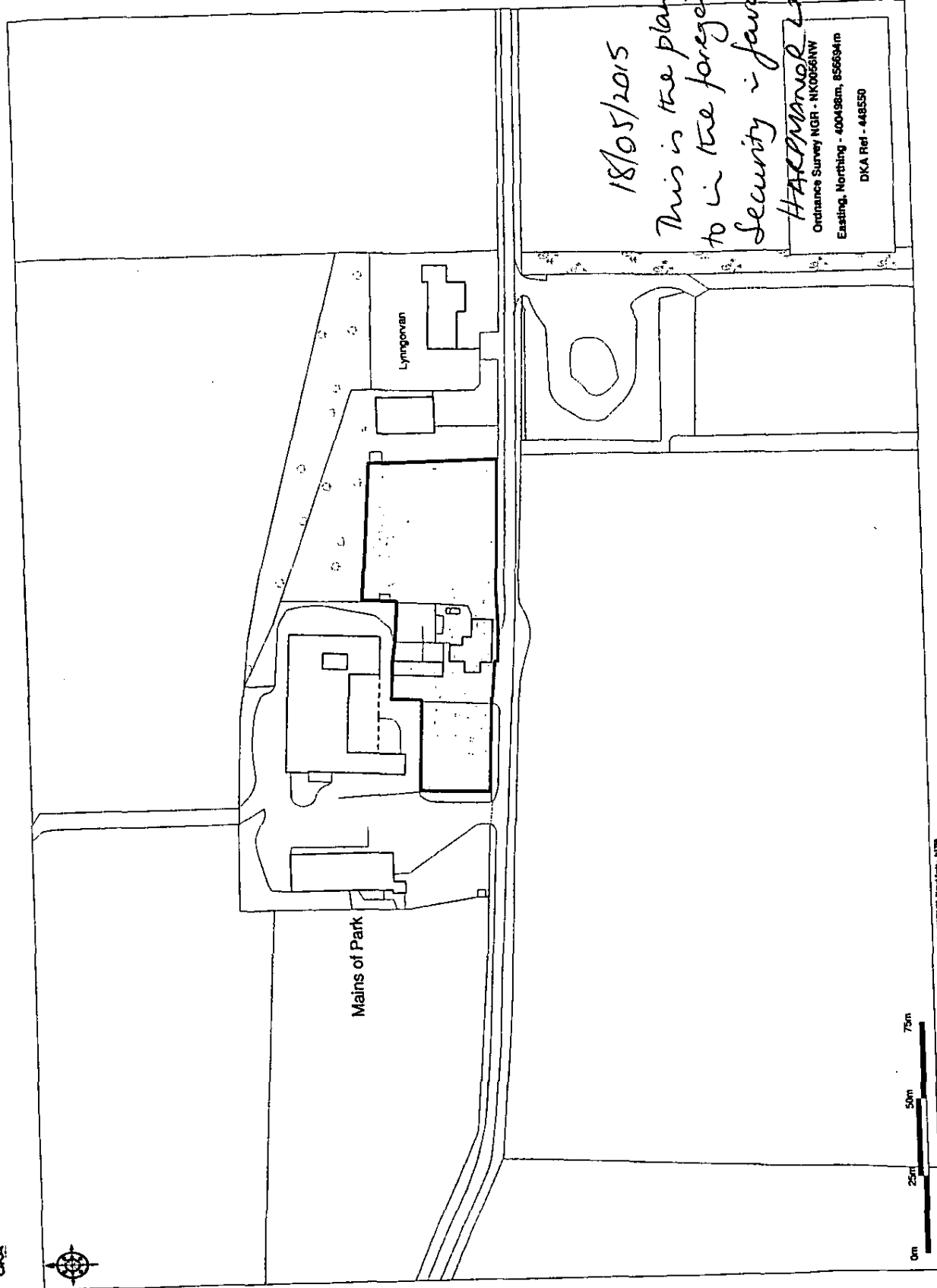
## (ELEVEN) NOTICES

Any notice required or authorised to be served shall be deemed served if it is served in a manner authorised by the Rules and Regulations of the Lender which shall include the same being served by posting or delivering it as may be appropriate at the Debtor's last known address or in compliance with the 1970 Act.

# Mains Of Park, Lonmay

DKA

DKA



Newark Court, Newark Road South, Glenrothes, KY7 4NS.

Tel - 01592 779200

Fax - 01592 779234

certificates@dka.ltd.uk

**Promap**

KEVIN  
GIBBINS  
DIRECTOR

*[Signature]*