



Registration of a Charge

Company name: **LOJJ PROPERTIES (TILLYDRONE) LIMITED**

Company number: **SC542985**



X5F5CNQ1

Received for Electronic Filing: **09/09/2016**

Details of Charge

Date of creation: **07/09/2016**

Charge code: **SC54 2985 0001**

Persons entitled: **INVESCAP MEZZ LIMITED (114275), LE HUREL BUSINESS CENTRE, LA ROUTE DE PLEMONT, ST OUEN, JERSEY, JE3 2BD**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS 66 TILLYDRONE AVENUE, ABERDEEN, AB24 2TN BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN49633**

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: **GEMMA AITKEN PERFECT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 542985

Charge code: SC54 2985 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th September 2016 and created by LOJJ PROPERTIES (TILLYDRONE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2016 .

Given at Companies House, Edinburgh on 12th September 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

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU HAVE ANY DOUBTS WE RECOMMEND THAT INDEPENDENT LEGAL ADVICE BE TAKEN.

In this deed the expressions set out below shall have the meanings and effect set out opposite each of them:

The Borrower (otherwise defined as "Debtor" and/or "Granter")	LOJJ PROPERTIES (TILLYDRONE) LIMITED, (Registered No. 542985) and having its Registered Office at 37 Albert Street, Aberdeen, AB25 1XU 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 Lender (otherwise defined as the "Bank")	INVESCAP MEZZ LIMITED, (Company No. 114275) a private company incorporated under the Companies (Jersey) Law Act 1991 and having its registered office at Le Hurel Business Centre, La Route de Plemont, St. Ouen, Jersey, JE3 2BD
The Property	66 TILLYDRONE AVENUE, ABERDEEN, AB25 2TN more fully described below
The Loan	The principal amount for the time being advanced and outstanding under the Loan Offer letter dated 18 th August 2016 issued by the Lender to the Borrower

The Borrower hereby undertakes to pay to the Lender the Loan made or to be made by the Lender to the Borrower; And the Borrower also undertakes to pay to the Lender any further advance or payment that may be made by or due to the Lender howsoever constituted, together with all relative interest and consequents: For which the Borrower, grants a Standard Security in favour of the Lender over:

ALL and WHOLE the subjects known as 66 Tillydrone Avenue, Abedeen, AB24 2TN being the subjects registered in the Land Register of Scotland under Title Number ABN49633.

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, (as may be varied by the Facility Letter and Schedule of Conditions) and any lawful variation thereof, shall apply: And the Borrower grants warrandice: And the Borrower consents to registration for preservation and execution.

This is the Schedule of Conditions referred to in the foregoing Standard Security be Lqj Properties (Tillydrone) Limited in favour of Invescap Mezz Limited

1 Definitions and Interpretation

1.1 In this Standard Security the following words and expressions shall have the following meanings:

(a) "Debtor's Obligations" means all sums and obligations currently due and all sums and obligations which will or may become due or may be accruing due by the Debtor and/or for which the Debtor is or may become liable or responsible to the Bank in any way or in any circumstances, whether alone or jointly with any other person or persons and whether as principal debtor, cautioner, guarantor, indemnifier or surety or otherwise, including:

(i) all and any sums representing principal, interest, first payment, instalment, deferred payment, initial advance, rental, insurance premiums, licence fees, discount, commission, charges, damages, costs, liabilities, fees and expenses whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit, hire purchase agreement, conditional sale agreement, credit sale agreement, lease or hire agreement, guarantee or other form of financial accommodation (whether granted by the Bank on behalf of the Debtor or by the Debtor to the Bank) or arising out of this Standard Security;

(ii) the full amount no matter how incurred of any costs, liabilities, fees and expenses paid, incurred or charged by the Bank in connection with preparing and recording and/or registering this document or in perfecting or enforcing this Standard Security or in obtaining payment or performance of all sums and obligations secured or intended to be secured by this Standard Security;

(iii) where the Debtor and Granter are different persons (in part or completely), any damages, loss, liability, cost or expense which the Bank may incur as a result of any failure by the Granter to pay any sums due by the Granter to the Bank under this Standard Security or as a result of any breach by the Granter, or any failure in prompt performance by the Granter, of any of its obligations under this Standard Security (and the Granter agrees to indemnify the Bank against such damages, loss, liability, cost and expense); and

(iv) interest at the Default Rate on any amount which the Debtor or the Granter falls to pay to the Bank on the due date in terms of this Standard Security and on any loss, costs, liability, fee or expense incurred by the Bank in terms of this Standard Security, payable for the period from the date the amount is demanded or, in the case of any loss, costs, liability, fee or expense incurred by the Bank, if earlier, from the date the same is incurred until full discharge, and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (in the case of interest charged by reference to the Bank's base rate) on the Bank's usual charging dates in each year and (in the case of interest charged by reference to the cost of funding in the London Interbank Market or other market) at the end of each period as is selected by the Bank pursuant to Sub-Clause 1.1(b)(i) or at three monthly intervals whichever is the shorter;

(b) "Default Rate" means a rate of interest accruing on a daily basis:

(i) in the case of an amount denominated in Sterling, at the rate of two percentage points above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; or

(ii) at the highest rate payable from time to time by the Debtor to the Bank

(whichever is the higher).

1.2 In this Standard Security:

(a) the expressions the "Debtor", the "Granter" and the "Bank", where the context admits, includes their respective successors and/or assignees;

(b) if the person or persons referred to in this document as the Granter and the Debtor is or are one and the same the expressions "Granter" and "Debtor" will be interchangeable;

(c) where two or more persons are included in the expression "Granter" or in the expression "Debtor" then:

(i) the obligations imposed on all and each of these persons in this Standard Security are joint and several with the obligations of each other person included in the expression "Granter" or "Debtor", as the case may be, so that each person is liable for all the obligations, not just a share of them; and

(ii) each reference to "Granter" or "Debtor" is a reference to all persons included in the meaning of each such expression and also each of such persons separately;

(d) where any person included in the expression "Granter" or the expression "Debtor" is a partnership, each person who is or becomes a partner of that partnership at any time will be liable jointly and severally with each other and with each other person included in the expression "Granter" or the expression "Debtor" for all the obligations imposed on the Granter and the Debtor (as the case may be) in this Standard Security;

(e) in the event of any one or more of the persons included in the expression "Granter" or the expression "Debtor" being released from or being found never to have been bound by the obligations imposed on the Granter and the Debtor (as the case may be) by this Standard Security (or from or by any such obligations), as a result of any incapacity on its or their part or invalidity of the documentation establishing its or their liability for such obligations, or for any other reason, the other person or persons included in the expression "Granter" or the expression "Debtor" (as the case may be) will nevertheless remain bound by all their respective obligations under this Standard Security;

(f) for the purpose of Standard Condition 9(c), the insolvency of any person or persons included in the expression "Granter" will constitute the insolvency of the Granter;

(g) expressions in the singular include the plural and vice versa, expressions in one gender include each other gender and a reference to a part of a thing includes the whole of it;

(h) some expressions are given defined meanings in Clause 1.3 or above which will apply in each place such expressions are used in this Standard Security;

(i) a different meaning from that referred to in or given in Clause 1.3 or above will only apply if that is clearly intended by the context in which it is used;

(j) several terms of this Standard Security use general words in conjunction with one or more specific examples (for emphasis and other reasons). These specific examples do not affect the breadth of meaning of the general terms. Furthermore, except where stated, the breadth of one term of this Standard Security is not limited by any other term;

(k) each reference to any law in this Standard Security will include any amendments made to it previously or at any time in the future and each direct or indirect replacement of it. To the extent that this Standard Security relates to anything or any person in any place outwith Scotland, expressions used in this Standard Security will be deemed to include analogous expressions appropriate to that other place;

(l) each reference to any Clause by number in this Standard Security is a reference to the relevant clause of this Standard Security; and

(m) the various headings in this Standard Security are for ease of reference and do not affect interpretation.

1.3 Unless the context requires otherwise:

(a) "Building Contracts" means all building contracts entered into by the Granter, or the benefit of which is now held by the Granter, relating to the Security Subjects or any part of the Security Subjects and all contracts with any architects, engineers or surveyors or any other professional persons relating to any building or erection on the Security subjects and all guarantees, warranties and indemnities given under or in respect of any such contracts;

(b) "damages" means any damages, losses or claims (including, without limitation, claims for recompense or restitution); whether or not their extent is fixed or liquidated or capable of being ascertained by fixed rules;

(c) "environment" means land (including any natural or man-made structure), water (including ground waters in drains and sewers) and air (including air within natural or man-made structures or below ground);

(d) "Environmental Laws" means each law and each decree, judgment or decision (including a notice, order, direction or circular) of any court or competent authority with which the Granter must comply in any place relating to:

(i) the pollution or protection of the environment;

(ii) harm to the health of humans, animals or plants or harm to or interference with ecological systems;

(iii) emissions or discharges into, or the presence in, the environment of any relevant substance, noise and/or genetically modified organisms; or

(iv) the manufacture, processing, use, treatment, storage, distribution, disposal, transport or handling of any relevant substance;

and here "relevant substance" includes any chemical, pollutant and contamination and any industrial, radioactive, dangerous or toxic substance, in each case in any form (including solid, semi-solid, liquid or gaseous form);

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(e) "Environmental Permits" means:

- (i) each permit, licence, approval, certificate, qualification, specification, registration and other authorisation (including conditions which attach to any of them); and
- (ii) each filing of each notification, report or assessment,

required under Environmental Laws for the operation of any business from or using any part of the Security Subjects or the occupation or use of all or any part of the Security Subjects;

- (f) "person" includes an individual, company, limited liability partnership, joint venture, society or unincorporated association, organisation or body of persons (including a trust and a partnership) and any government, governmental agency or para-statal organisation (in each case whether or not having legal personality). References to a person (including the Debtor or the Granter) shall include that person's successors and assignees. If that person is not a human being those references will also include any person to whom any of its assets (or any interest in any of its assets) is transferred or passed as a result of a merger, division, reconstruction or other reorganisation. If that person is a partnership those references shall include each of the persons who is or becomes a partner of the partnership at any time; irrespective of whether that partnership will at any time be dissolved or reconstituted or will be the subject of any change in its name or constitution;

- (g) "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 other Act in force from time to time relating to planning matters, and for any jurisdiction outwith Scotland, any analogous legislation relating to planning matters in that jurisdiction;

- (h) "Policy" means the policy or policies (and each such policy) relative to the insurance specified in Clause 2.1 from time to time including any replacement of such policy or policies;

- (i) "Standard Security" means this Standard Security and the Standard Conditions as varied by the Clauses contained in this Standard Security; and

- (j) "Value Added Tax" includes any form of sales or turnover tax.

2 Insurance

- 2.1 The Granter will comply with all covenants, undertakings and conditions as to the insurance of the Security Subjects imposed by the terms of any title condition, real burden or obligation relating to the Security Subjects or any lease or agreement for lease affecting the Security Subjects or under which the Granter derives its interest in the Security Subjects and subject to the foregoing will insure and keep insured each part of the Security Subjects against:

- (a) loss by fire, explosion and aircraft; and
- (b) loss resulting from subsidence; and
- (c) loss resulting from acts of terrorism and loss resulting from any such other usual risks and contingencies as are insured in accordance with sound commercial practice, including adequate provision for any trade or other fixtures or fixed plant and machinery on or comprised in the Security Subjects (except where the Bank agrees in writing that it is reasonable not to insure against any such losses due to the residential nature of all or any part of the Security Subjects); and
- (d) such other risks and contingencies as the Bank may from time to time require.

The amount for which such insurance will be maintained will be the full reinstatement or replacement cost or such other amount as the Bank may require.

- 2.2 The insurance will include adequate provision for architects' and other professional fees, the costs of demolition, site clearance and shoring up and Value Added Tax. The Bank may also require it to include provision for up to three years' loss of rent under each and any lease or sub-lease comprised in the Security Subjects (taking into account potential increases as a result of rent reviews) and providing for forward inflation.

- 2.3 The Bank may in its discretion waive the provisions of Clauses 2.1 and 2.2 if and to the extent that any of the above mentioned insurance is maintained by another person (such as a landlord under a lease) to the Bank's satisfaction and such other arrangements as the Bank considers appropriate are made to protect the Bank's interest in the Security Subjects.

- 2.4 The Bank reserves the right to require the above mentioned insurance to be taken out with an insurer approved by the Bank and/or which is a member of the Association of British Insurers or any other trade association or body which the Bank in its absolute discretion considers appropriate.

- 2.5 If called upon in writing at any time by the Bank to do so, the Granter will immediately arrange for the Policy to be put in the joint names of the Bank and the Granter or will grant an assignment to the Bank of the whole benefit of the Policy. If the Granter is not called upon or until such time as the Granter is called upon to arrange for the Policy to be put in joint names and does so, the Granter will ensure that the Bank's interest is noted by the insurer as heritable creditor *primo loco* and that the Bank is named as loss payee.

- 2.6 The Granter will produce to the Bank if so required, within fifteen days of the renewal date or dates of the Policy, the receipts for or other evidence of payment of the current premium or premiums together with a copy or copies of the Policy. If the Granter fails to do this the Bank may arrange or renew the Granter's expense any insurance which the Bank considers appropriate. The Granter will repay to the Bank, on demand by the Bank, the cost of any such insurance. The Bank will be entitled at its discretion to debit the amount of the cost of any such insurance and the interest on that cost at the Bank Rate to any account or accounts in the name of the Granter with the Bank or to any account or accounts in the name of the Debtor with the Bank.

- 2.7 The Granter will ensure through endorsement of the Bank's interest or otherwise that the Policy is always on the following terms:

- (a) the Policy must not be capable of being cancelled without at least 30 days' prior written notification (15 days' in the case of terrorism cover) being given to the Bank;
- (b) the Policy must provide that in the event of the Policy lapsing through non-payment of premium, such lapse will not be effective in respect of the Bank until not less than 30 days after receipt by the Bank of written notice from the relevant insurer of such lapse;
- (c) in respect of the Bank's interest, the Policy or the insurance under it, will not be invalidated by any action or omission by the Granter and will insure the Bank's interest regardless of any misrepresentation, failure to disclose or breach of warranty, declaration or clause on the part of the Granter or any other person;
- (d) the Policy must provide that the relevant insurance company from time to time waives its rights of subrogation against the Bank or to any rights of the Bank against the Granter; and
- (e) the Policy must provide that the insurance under it is primary and without right of contribution from any other insurance policy in which the Bank has any interest (including as first loss payee or as heritable creditor, mortgagee or chargee under such other insurance policy).

- 2.8 The Granter agrees that the Bank will have no liability to the Granter for an action or omission by the Bank whatsoever in relation to the Policy or the insurance under the Policy.

- 2.9 The Granter agrees to apply all monies received or receivable by the Granter under such Policy or Policies to the replacement, restoration or reinstatement of the damaged or destroyed property and assets in respect of which the monies have been paid and to the mitigation of any other loss or damage or if required by the Bank (in its absolute discretion) in or towards payment of repayment of the Debtor's obligations or any sums due to the Bank by the Granter. Any monies received by the Granter under the Policy will, in any case, be held by the Granter as agent and trustee for and on behalf of the Bank, and the Bank may, as agent and trustee for the Granter, receive and give a good discharge for any monies receivable under the Policy.

- 2.10 The Granter will inform the Bank and the relevant insurer in writing immediately if:

- (i) any part of the Security Subjects is damaged or destroyed; or
- (ii) it leaves or intends to leave any part of the Security Subjects vacant for a period of more than twenty-eight days;

and will pay any increased premium necessary to maintain the insurance cover specified in Clause 2.1.


- 2.11 The Granter will not effect any other contract of insurance in relation to the Security Subjects if a claim under such contract of insurance would result in the operation of any average clause in any insurance policy.

- 2.12 The Granter will make or assist in the making of any appropriate claim under the Policy in any way in which the Bank may require. The Granter will not, without the Bank's prior written consent, in any way admit, compromise or settle liability or any claim or any matter which may be the subject of a claim under the Policy. The Granter authorises the Bank in the Granter's name and on the Granter's behalf to make any claim against the insurer under any part of the Policy and to admit, compromise or settle such claim and/or any liability relating to any such claim and/or any potential claim. The Granter also authorises the Bank to receive any amounts payable and/or received in respect of the Policy and/or claim under the Policy.

3 Other Security

- 3.1 The Granter will not, so long as this Standard Security remains in force:

- (a) create or agree or purport to create another security over the Security Subjects or over any terms or assets assigned to the Bank in terms of Clause 7.1 (other than any such security in favour of the Bank);
- (b) assign or convey the Security Subjects or any part thereof or any of the items or assets assigned in security to the Bank in terms of Clause 7.1 (otherwise than in favour of the Bank or by will or other testamentary deed) without the prior written consent of the Bank (which may be subject to any clauses the Bank may consider appropriate).



4 Restrictions and Warranties relating to the Security Subjects

4.1 The Granter will not, so long as this Standard Security remains in force, unless with the prior written consent of the Bank or to the extent required by law:

- (a) alter (or allow the alteration of) the use of the Security Subjects or apply for planning permission for such alteration;
- (b) part with occupation of part or all of the Security Subjects;
- (c) make (or allow there to be made) any alteration or addition whatsoever (whether structural, external, internal or otherwise) to any part of the Security Subjects;
- (d) demolish, pull down or remove (or allow the demolition, pulling down or removal of) any part of the Security Subjects consisting of any structure (including buildings) or any fixtures (including trade or other fixed plant and machinery);
- (e) erect (or allow the erection of) any structure (including any installation or building) on any part of the Security Subjects;
- (f) destroy or damage in any way or by any means lessen to any material extent the value of any part of the Security Subjects (or allow that value to be so destroyed, damaged or lessened);
- (g) keep, treat or dispose (or allow the keeping, treatment or disposal) of waste in, on or under the Security Subjects, except in accordance with Environmental Laws;
- (h) do anything (or allow anything to be done) which may prejudicially affect the insurance of the Security Subjects (as referred to in Clause 2) or increase the premium payable for such insurance;
- (i) apply for or accept (or allow any other person to apply for or accept) an Improvement Grant under the Housing (Scotland) Acts 1987-2001;
- (j) grant any servitude, wayleave, real condition or burden, or water or drainage right or knowingly permit the creation of any servitude upon or affecting the Security Subjects; or
- (k) lease, sub-lease or grant a tenancy or licence of any part of the Security Subjects. The Granter further undertakes that in the event of it leasing, sub-letting or granting a tenancy or licence of any part of the Security Subjects it will:
 - (i) perform all its obligations as landlord or licensor in respect of any such lease, sub-lease, tenancy or licence;
 - (ii) enforce performance by the tenants or licensees of their whole obligations under any such lease, sub-lease, tenancy or licence;
 - (iii) not permit any release, renunciation or surrender or allow any variation of any such lease, sub-lease, tenancy or licence;
 - (iv) implement all rent reviews properly and efficiently in the best interests of the Granter as landlord or licensor in respect of any such lease, sub-lease, tenancy or licence; and
 - (v) supply on demand any information relating to any such lease, sub-lease, tenancy or licence which the Bank may require.

4.2 Unless the Bank gives its written consent to the contrary (which may be subject to any clauses the Bank may consider appropriate), the Granter so long as this Standard Security remains in force:

- (a) will ensure that each part of the Security Subjects is kept:
 - (i) fully protected from damage or deterioration as a result of weather or malicious damage or any other cause; and
 - (ii) in a good and substantial state of repair and, where appropriate, in good working order and condition;and when necessary the Granter will rebuild, renew and/or repair any such part to such standard as the Bank may require;
- (b) will comply with (and enforce its rights and remedies under) the whole terms of the Building Contracts;
- (c) will comply with (and ensure that all other persons comply with) each law (including those under the Planning Acts and under any Acts relating to building regulation or control and all Environmental Laws) and any Environmental Permits affecting the Security Subjects or anything done on any part of the Security Subjects;
- (d) will immediately replace any fixtures removed from the Security Subjects by the Granter or any other person with ones of the same or greater value and quality, and the Bank's rights and interest as heritable creditor will apply to any replacement fixtures;

- (e) where, with the Bank's prior written consent, any part of the Security Subjects is to be developed or is in the course of development or is or becomes the subject of a change of use, will proceed diligently (to the satisfaction of the Bank and any competent authority) with such development and comply with all consents for it under the Planning Acts and any Acts relating to building regulation or control and all Environmental Laws and Environmental Permits, and will produce all plans and specifications relating to such development to the Bank for approval and not amend such plans and specifications in any manner which might diminish the finished value (or increase the cost to a material extent) without the Bank's prior written consent;
- (f) will not allow any circumstances to arise which could lead to a competent authority, or a third party, taking action or making a claim under any Environmental Laws (including the requirement to clean up any contaminated land, or the revocation, suspension, variation or non-renewal of any Environmental Permit) or which could lead to the Granter having to take action to avert the possibility of any such action or claim, in each case in relation to any part of the Security Subjects or in relation to anything done on any part of the Security Subjects by the Granter or by any other person;
- (g) will cultivate the garden ground or arable land of the Security Subjects where appropriate and generally ensure that each part of the Security Subjects is properly managed in accordance with good estate management and, where applicable, the rules of good husbandry; and
- (h) will indemnify the Bank against any loss or claims resulting from breach of any of the foregoing, the amount due to the Bank in accordance with such indemnity being deemed to be owing to the Bank by the Granter.

4.3 Where the Granter derives its interest in the Security Subjects under a lease or sub-lease, the Granter will:

- (a) pay the rent and other charges and perform all its obligations under the lease or sub-lease;
- (b) enforce performance by the landlord of its obligations under the lease or sub-lease;
- (c) negotiate properly and efficiently in the best interests of the Granter as tenant all rent reviews on receipt of rent review notices in respect of the lease or sub-lease;
- (d) not vary the terms of the lease or sub-lease or renounce, surrender, assign or sub-let the Granter's interest in the lease or sub-lease;
- (e) supply immediately on demand any information relating to the lease or sub-lease which the Bank may require; and
- (f) notify the Bank of any dispute with the landlord or any notice received from the landlord in respect of the lease or sub-lease.

4.4 The Granter warrants to the Bank that at the time of signing this Standard Security:

- (a) nothing has been done to the Security Subjects at any time which required planning permission under the Planning Acts or building regulation approval without such permission or approval having been obtained and that all statutory requirements affecting the Security Subjects and their use have been complied with;
- (b) no circumstances have occurred in the period during which the Granter has held an interest in the Security Subjects and, so far as the Granter is aware, no circumstances occurred prior to the commencement of such period which have led or could lead to a competent authority or third party taking any action or making a claim under any Environmental Laws (including the requirement to clean up or remedy in any other way any contaminated part of the environment or the revocation, suspension, variation, or non-renewal of any Environmental Permit) or which have led or could lead to the Granter having to take action to avert the possibility of any such claim; and
- (c) generally there is nothing relating to the Security Subjects which is or may be prejudicial to the Bank's position as a cautious and prudent secured lender other than such as the Granter has disclosed in writing to the Bank before this Standard Security is signed.

5 Disclosure of Adverse Events

5.1 The Granter will notify the Bank in writing immediately upon each occasion that the Granter becomes aware that:

- (a) any notice or order, or any proposal for a notice or order, has been issued in relation to any part of the Security Subjects or any neighbouring premises in connection with any law (including the Planning Acts and Environmental Laws);

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- (b) there are circumstances relating to any part of the Security Subjects or to any neighbouring premises (or to the use of Security Subjects or any neighbouring premises) which have led or could lead to a competent authority or third party taking any action or making any claim under any Environmental Laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any Environmental Permits) or which have led or could lead to the Granter having to take action to avert the possibility of any such action or claim; and
- (c) any inspections, investigations, audits, tests or other analyses concerning any Environmental Law or Environmental Permit are being or are about to be carried out in relation to any part of the Security Subjects.

6 Bank's Powers etc.

6.1 The Granter will permit the Bank to take any action which the Bank considers appropriate to ascertain whether or not the Granter has fully complied with each of the obligations of the Granter under Clauses 4 and 5 and/or to ascertain the extent to which the Security Subjects remain appropriate and/or adequate security for the Debtor's Obligations. In particular, if the Bank so requests, the Granter will:

- (a) immediately produce to the Bank such evidence in relation to those matters as the Bank considers appropriate; and
- (b) permit the Bank to enter into or onto the Security Subjects to view and assess the state of repair and condition of all or any part of the Security Subjects and to carry out any repairs the Bank considers necessary or appropriate or take any steps to make any part of the Security Subjects safe and secure, the cost being payable to the Bank by the Granter on demand, with interest at the Default Rate.

Any exercise by the Bank of its powers under this Clause 6.1 will not make it in any way liable to account as heritable creditor in possession.

6.2 The Bank may (but will not be obliged to) do anything which the Bank considers appropriate to avoid, lessen or make good the effects of any non-compliance with any part of the obligations of the Granter under Clauses 4 and 5 or to make any part of the Security Subjects safe and secure. In particular, the Bank may:

- (a) effect such repairs and other works to the Security Subjects as the Bank considers appropriate; and
- (b) give notices, execute such works and do such things as the Bank considers appropriate to comply with any requirements (whether under any law or otherwise, and including any notice, order, direction, permission or proposal) given, served or made under the Planning Acts or Environmental Laws, which affects or is likely to affect any part of the Security Subjects or their adequacy or appropriateness as security for the Debtor's Obligations.

The Bank may exercise rights under this Clause 6.2 if the Granter does not comply with or the Bank considers that the Granter may not have complied with any of the obligations of the Granter under Clauses 4 and 5 and/or any person (including the Granter) is about to do anything which the Bank considers would (directly or indirectly) lead to such non-compliance and/or if the Bank believes there may be any concern about the safety or security of any part of the Security Subjects.

6.3 For the purpose of exercising the Bank's rights under this Clause 6, the Bank may enter into or onto any part of the Security Subjects, with or without any person to assist (including surveyors, workmen and consultants), without prior notice in each case which the Bank considers to be an emergency and after giving the Granter at least 24 hours prior notice in any other case. No such entry will result in the Bank being, or being deemed to be, a heritable creditor in possession.

6.4 The Granter will provide all assistance (including any documents, facilities and/or personnel) or do anything requested by the Bank and/or any person who assists them to enable the Bank to exercise the Bank's rights under this Clause 6.

6.5 The whole cost of any steps taken by the Bank by virtue of its rights under this Clause 6 will be payable to the Bank by the Granter on demand, with interest at the Default Rate.

7 Assignment in Security and Power of Attorney

7.1 The Granter assigns to the Bank in security of the Debtor's Obligations:

- (a) the benefit of any agreement or undertakings for making up or improving roads, pavements, drainage and sewerage or any indemnity or bond for payment of the expenses or charges for them;
- (b) the benefit of any other agreements, rights or remedies relating to the Security Subjects, including the benefit of any agreement entered into with the National House Building Council in respect of the Security Subjects and the benefit of membership of any residents' association or society or management company relating to the Security Subjects;
- (c) the benefit of the Policy and of any other insurance relating to the Security Subjects;

(d) the Granter's rights to any refund of premiums arising as a result of Policy or any other insurance or purported insurance relating to the Security Subjects for any reason being terminated or being declared wholly or partly void or never to have existed;

(e) the Granter's whole rights and remedies against any tenant in respect of the Security Subjects and against any guarantor of any such tenant's obligations;

(f) the Granter's whole rights and claims in respect of the Building Contracts and the right to pursue the same whether in the Granter's name or the Bank's name as assignee and the benefit of all sums recovered in respect of the same;

(g) the Granter's rights and claims to payments or compensation under a statute (including the Planning Acts and Environmental Laws) arising from compulsory acquisition, variation or discharge of real burdens or conditions, exercise of statutory powers or rights or obligations, right withdrawal or notification of planning permission or any control or limitation imposed on or affecting the Security Subjects; and

(h) the Granter's whole other powers in relation to the Security Subjects.

7.2 The Granter agrees that:

(a) in the event of any one or more of the above rights, claims, benefits, remedies being held to be unassignable or not assigned for any reason, whatsoever, all the other rights, claims, benefits and remedies will, nonetheless, be separately assigned to the Bank; and

(b) the Bank will be entitled, in the event of its making any demand for payment or performance on the Granter or the Debtor, or of the Debtor being in default, to exercise and enforce all or any such rights and claims hereby assigned in security.

7.3 For the Bank's own benefit and interest, the Granter irrevocably appoints the Bank as its Attorney to grant or to deal with:

(a) any additional assignment necessary to achieve the assignment of all or all of the rights, claims, benefits and remedies referred to in Clause 7.1 or 7.2;

(b) the intimation of any assignment by the Granter of any rights, claims, benefits or remedies whatsoever to the Bank;

(c) the performance in the Granter's name of any obligations of the Granter in terms of this Standard Security which the Granter has failed to perform or which the Bank believes the Granter may have failed or may fail to perform;

(d) any liquor licence or other licence pertaining to the Security Subjects, whether by way of application for grant, renewal, surrender, transfer for variation or extensions to permitted hours or any other matters relating to any such licence or licences;

(e) any Environmental Permit and any permission, approval or other authorisation under the Planning Acts and the building regulations;

(f) the claim, agreement, recovery, receipt and discharge of any payment, compensation as referred to in Clause 7.1 and the pursuit of any right or remedy as referred to in Clause 7.1 or 7.2;

(g) the exercise of any right or the giving of any notice or counter-notice concerning the Security Subjects which the Granter could exercise or give by or under any statute to the appropriate governmental authority;

(h) the transfer of any share of or entitlement to membership of any residents' association or society or any management company to any person to whom the Bank has sold or otherwise transferred the Security Subjects or any part thereof in exercise of its power of sale and to receive any consideration paid therefor;

(i) the entering into or onto or the authorisation of any officer or agent of the Bank to enter into or onto the Security Subjects (on giving reasonable notice) in order to facilitate or expedite anything to be carried out by or on behalf of the Bank as Attorney in accordance with the above; and

(j) the Granter's whole other powers in relation to the Security Subjects (but such other powers shall be exercisable by the Bank only after it has entered into possession of the Security Subjects).

The Granter agrees to ratify and will ratify everything purported to be done by its Attorney.

8 Fittings, Fixtures and Moveables

8.1 Upon the Bank exercising any rights on default it will (but only as regards the following matters) be entitled but not bound to remove, store, preserve, use or otherwise deal with or dispose of any moveable property belonging or which the Bank may believe belongs to the Granter (including furniture and effects) which the Granter refuses or omits to remove from the Security Subjects within 7 days of being called upon to do so by notice in writing to the Bank. In any way the Bank considers appropriate, the Bank will not be liable for loss or damage caused thereby and the Granter will indemnify the Bank against all expenses and claims by or liability to any third party asserting ownership of any such moveable property.

- (f) If the Bank receives intimation of any subsequent charge or security affecting all or any part of the Security Subjects, the Bank may open up a new account or accounts for the Debtor. If the Bank does not open a new account then unless the Bank gives express written notice to the contrary to the Debtor the Bank will nevertheless be treated as if it had done so at the time when it received such intimation and as from that time all payments made by or on behalf of the Debtor to the Bank will be credited or treated as having been credited to such new account or accounts and will not operate to reduce the amount due from the Debtor to the Bank at the time when it received such intimation;
- (g) receipt by the Bank of any sums paid in respect of the Debtor's Obligations will not reduce the Debtor's Obligations unless the Bank confirms in writing to the Debtor that the Debtor's Obligations are so reduced. The Bank may place any amounts received under or in relation to this Standard Security to the credit of a suspense account. Those amounts may be kept there until such time as the Bank decides to apply them in or towards satisfaction of any of the Debtor's Obligations; and
- (h) any discharge or restriction which is granted or made on the faith of any payment, security or disposition which is invalid, avoided or declared void or repayable or repaid on the insolvency of the Granter, the Debtor or any other person will be invalid and the Debtor's Obligations or the Granter's Obligations hereunder (as the case may be) and this Standard Security will continue to be enforceable as if the discharge or restriction had never been granted or made.
- 12 Discharge**
- 12.1 The Granter authorises the Bank as its agent to instruct solicitors to prepare and record or register a discharge of this Standard Security in the Register of Sasines or Land Register of Scotland and to sign any applicable warrant of registration on its behalf and to prepare and intimate the granting of any retrocession of all or any of the rights assigned pursuant to Clause 7.1 and the Granter will be responsible for the costs and legal fees thereof.
- 13 Fees, Costs etc.**
- 13.1 Any expenses whatsoever incurred by the Bank in connection with this Standard Security will be part of the Debtor's Obligations.
- 13.2 If any payment made by the Bank under this Standard Security includes an amount in respect of Value Added Tax, or if any payment due to the Bank under this Standard Security shall be in reimbursement of any expenditure by or on behalf of the Bank which includes an amount in respect of Value Added Tax, then such an amount will be payable by the Granter to the Bank on demand.
- 13.3 The Granter agrees to pay fees charged by the Bank for the time spent by the Bank's officers, employees or agents in dealing with any matter relating to this Standard Security. Such fees will be payable at such rate as may be reasonably specified by the Bank.
- 14 Conclusive Evidence**
- 14.1 Any notice given by the Bank specifying the amount of all or part of the Debtor's Obligations at any time will be conclusive and binding on the Debtor and the Granter for all purposes (save for manifest error). The amount to be specified by the Bank may be calculated by the Bank on the assumption that all of the Debtor's Obligations are then due and payable (including any which would not actually become due and payable unless certain clauses were to occur or be fulfilled).
- 15 Payment without Deduction**
- 15.1 All payments to be made by the Granter or by the Debtor under this Standard Security will be made in the currency and in the manner prescribed by the Bank and:
- (a) without any set-off, retention, compensation, condition or counterclaim; and
- (b) free and clear of any deductions or withholdings of whatsoever nature.
- If the Granter or the Debtor (as the case may be) is required by law to make any deductions or withholdings then the Granter or the Debtor (as the case may be) will pay the Bank such additional amounts as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to any such deduction or withholding.
- 16 Currency Conversion**
- 16.1 For the purposes of the Bank exercising any rights or determining any amount under this Standard Security or general law, the Bank may convert into another currency each amount (including a credit balance) received by the Bank in relation to this Standard Security or held by the Bank on account of the Debtor or the Granter. The conversion will be done at the Bank's spot rate for selling the currency or currency unit of the Debtor's Obligations for the currency or currency unit so received or held prevailing at or about 11.00 am on the relevant date, or at a rate which the Bank considers reflects the prevailing rate of exchange in the appropriate currency market.
- 16.2 If at any time the currency in which all or any of the Debtor's Obligations denominated is, or is due to be, or has been, converted in the Euro or another currency or currency unit as a result of a change in law or by agreement with the Bank, then neither this Standard Security nor the Debtor's Obligations shall be discharged or terminated as a consequence the Bank may in its sole discretion direct that all or any of the Debtor's Obligations shall be paid in the Euro or such other currency or currency.
- 17 Unlawfulness, Partial Invalidity**
- 17.1 Each of the provisions of this Standard Security shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes illegal, invalid or unenforceable for any reason the laws of any jurisdiction, such illegality, invalidity or unenforceability will not affect its legality, validity or enforceability in any other jurisdiction or make illegal or invalidated or make unenforceable any other provision of Standard Security.
- 18 Transfers by the Bank**
- 18.1 The Bank may assign this Standard Security to any other bank or person may disclose to such bank or person or to any other person such information concerning the financial affairs of the Granter or the Debtor as the Bank in its absolute discretion, considers appropriate.
- 18.2 Each of the Bank's rights in relation to this Standard Security is freely and separately assignable or transferable by the Bank. On request by the Bank the Granter will immediately sign and deliver to the Bank any form of Instrument required by the Bank to confirm or facilitate any such assignment and/or transfer.
- 19 Notices and Demands**
- 19.1 Any notice under this Standard Security will not be effective unless it is in writing and in English.
- 19.2 Any notice by the Bank may, but does not need to, bear the signature of any officer or agent of the Bank. Any such signature which is reproduced automatically or mechanically will be equally effective as one written by the signatory.
- 19.3 Any notice or demand by the Bank hereunder shall be deemed to have been sufficiently given or made if sent:
- (a) by hand or prepaid letter post to the registered office or address specified herein of the Granter or of the Debtor or the address of the Granter or the Debtor last known to the Bank; or
- (b) by telex or facsimile to the last known telex or facsimile number related to any such address or office.
- 19.4 Any such notice or demand given or made under Clause 19.3 shall be deemed to have been served on the Granter or the Debtor as the case may be:
- (a) at the time of delivery to the address referred to in Clause 19.3(a) if sent by hand;
- (b) at the earlier of the time of delivery or 10.00 a.m. on the day after posting (or if the day after posting be a Sunday or any other day on which no delivery of letters is made, at the earlier of the time of delivery or 10.00 a.m. on the next succeeding day on which delivery of letters scheduled to be made) if sent by prepaid letter;
- (c) at the time of transmission if sent by telex or facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or
- (d) on the expiry of 72 hours from the time of dispatch in any other case.
- 19.5 If there are any circumstances (not caused by the Granter or the Debtor, the case may be) which mean that any notice sent by post or facsimile cannot reasonably be expected to arrive by the time it would be treated as served, the time of service will be re-scheduled to a time which the sender considers appropriate.
- 19.6 Neither the Granter nor the Debtor will attempt to prevent, delay or evade service of any such notice.
- 19.7 In order to be valid any notice given by the Granter or the Debtor (which, not being given by facsimile) must be received by the Bank at the Bank's Office (and if not received between 9.00 a.m. and 5.00 p.m. on a working day notice will be deemed to have been received when 9.00 a.m. next occurs working day).
- 19.8 Nothing in this Clause 19 applies to service by the Bank of any calling up notice or notice of default, the requirements for which shall be as stated in the 1970 Act.

IN WITNESS WHEREOF these presents, consisting of this and the preceding page together with the schedule of conditions are executed by the Borrower as follows:-

At ABERDEEN

On the TWENTY FIFTH day of August Two Thousand and Sixteen

Before these witnesses:-

[Signature] Witness

E. McCulloch Full Name

Aberdeen Consigne Address

Administrator Occupation

[Signature]

ALANA STOTT,
DIRECTOR

[Signature] Witness

E. McCulloch Full Name

Aberdeen Consigne Address

Administrator Occupation

[Signature]

STANDARD SECURITY

by

LOJJ PROPERTIES (TILLYDRONE) LIMITED

In favour of

INVESCAP MEZZ LIMITED

Date: August 2016

Property: 66 Tillydrone Avenue, Aberdeen, AB24 2TN