

# MR01

## Particulars of a charge

238840/G13

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.

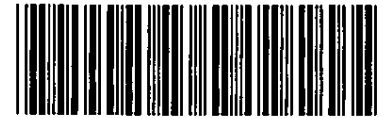
**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR08.

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. 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. This must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



\*S53C0DKH\*  
SCT 22/03/2016 #303  
COMPANIES HOUSE

### 1 Company details

Company number S C 0 2 4 9 5 8

Company name in full DALMUNZIE LIMITED

→ **Filing 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 <sup>d</sup>0 <sup>d</sup>8 <sup>m</sup>0 <sup>m</sup>3 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>6

### 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 PRIVATE BANK (UK) 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

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The ores, minerals and mineral substances, whether metalliferous or not, sand, gravel and stone (excepting ores reserved by statute to the National Coal Board, the Atomic Energy Authority and other statutory undertakers to the Crown) under All and Whole the Dalmunzie Estate, Glenshee, Blairgowrie, Perthshire

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

Yes

No

8

**Trustee statement** ①

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.

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

9

**Signature**

Please sign the form here.

Signature

Signature

X *Sandra Kelly for Shepherd Wedderburn*  
*Agent of ABIC Private Bank (UK) Limited* X

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

# MR01

## Particulars of a charge

### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name David Lewis

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode 

E	H	3		8	U	L
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Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900

### 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: 24958

Charge code: SC02 4958 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th March 2016 and created by DALMUNZIE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2016.

Given at Companies House, Edinburgh on 30th March 2016



Companies House



**STANDARD SECURITY**

by

**Dalmunzie Limited**

in favour of

**HSBC Private Bank (UK) Limited**

CERTIFIED A TRUE COPY

*Janet Lewis, Solicitor*

FOR AND ON BEHALF OF  
SHEPHERD AND WEDDERBURN LLP

21/3/2016 DATE

**Property: Minerals under Dalmunzie Estate, Spittal O' Glenshee,  
Blairgowrie, Perthshire**

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

- The Bank will hold this Standard Security as security for all the debts and/or other liabilities to the Bank as set out in this Standard Security.
- This means that if any of the debts and/or other 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 the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that the Bank has granted to the Borrower or grants to the Borrower in the future. They may also include any liabilities under any guarantee or indemnity that the Borrower may 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 the Borrower's 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, **Flowidea Limited**, incorporated under the Companies Acts (Company Number 02463564) and having our Registered Office at Arbutnot House, 7 Wilson Street, London, EC2Y 9AR ("**the Borrower**") undertake to pay to **HSBC Private Bank (UK) Limited**, incorporated under the Companies Acts (Company Number 499482) and having its Registered Office at 8 Canada Square, London E14 5HQ and its 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. where the Borrower comprises more than one person:
  - (a) the expression "the Borrower" means all such persons together and/or any one or more of them; and
  - (b) the obligations undertaken by the Borrower in this Standard Security shall bind all of the persons included in the expression "the Borrower" and their respective executors and representatives all jointly and severally;
2. 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;
3. unless otherwise agreed in writing, the sums secured by this Standard Security shall be deemed not to include sums due or becoming due by the Borrower or by any firm of which the Borrower may be a partner under any agreement falling within Part V of the *Consumer Credit Act 1974*;
4. 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;
5. 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;

6. 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;

7. 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
8. 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;

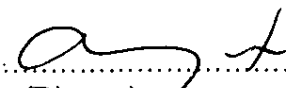
For which sums we, **Dalmunzie Limited** incorporated under the Companies Acts (Company Number SC024958) and having our Registered Office formerly at Dalmunzie Estate, Spittal O'Glenshee, Blairgowrie, Perthshire, PH10 7QE and now at Turcan Connell, Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE ("the Proprietor") **GRANT** a Standard Security in favour of the Bank over the property described in Part 1 of the Schedule annexed 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 Proprietor agrees that the Standard Conditions shall be varied to the effect specified in Part 2 of the said Schedule; But the security hereby granted is subject to the deeds (if

any) specified in Part 3 of the said Schedule; the Proprietor grants warrandice, subject to the deeds (if any) specified in Part 3 of the said Schedule; and the Borrower and the Proprietor consent to the registration of this Standard Security and of any certificate as referred to in paragraph 8 above for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule annexed and signed as relative hereto are subscribed as follows:


*Land plans*

For and on behalf of the said  
Dalmunzie Limited

By <sup>SIR</sup> HENRY ANGUST  
Print Full Name (Director)

X  X  
Signature (Director)

DEIRDRE MARILYN SUMMERFIELD  
Print Full Name (Witness)

X  X  
Signature (Witness)

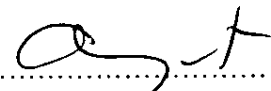
Address... 1 LEYS GARDENS  
BARNET  
HERTS EN4 9NA

LONDON  
Town/Place of Signing

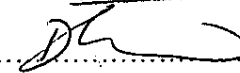
11 February 2016  
Date of Signing

Subscribed for and on behalf of the said  
Flowidea Limited

By SIR HENRY ANGUST  
Print Full Name (Director)

X  X  
Signature (Director)

DEIRDRE MARILYN SUMMERFIELD  
Print Full Name (Witness)

X  X  
Signature (Witness)

Address... 1 LEYS GARDENS  
BARNET  
HERTS EN4 9NA

LONDON  
Town/Place of Signing

11 February 2016  
Date of Signing

Please remember to sign the Schedule

REGISTER on behalf of the within-named HSBC PRIVATE BANK (UK) LIMITED in the REGISTER of the COUNTY of PERTH



**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING  
STANDARD SECURITY BY DALMUNZIE LIMITED  
IN FAVOUR OF HSBC PRIVATE BANK (UK) LIMITED**

**PART 1**

**DESCRIPTION OF PROPERTY SECURED IN FAVOUR OF THE BANK**

ALL and WHOLE the ores, minerals and mineral substances, whether metalliferous or not, and the sand, gravel and stone (but excepting those ores reserved by statute to the National Coal Board, the Atomic Energy Authority and other statutory undertakers or to the Crown) under ALL and WHOLE the Dalmunzie Estate, Glenshee in the County of Perth (formerly the Perth and Kinross district of the Tayside Region), as said Estate is described in, disposed by, and shown delineated and coloured pink on the plan annexed and subscribed as relative to Disposition by the Trustees of Sir Archibald Birkmyre, with consent, in favour of Dalmunzie Hotel and Estates Limited dated 17 January and subsequent dates and recorded in the Division of the General Register of Sasines for the County of Perth on 13 February, all in the year 1947; BUT EXCEPTING therefrom the said ores and others under (1) ALL and WHOLE that area or piece of ground extending to 0.44 acre described in and disposed by Feu Disposition by Dalmunzie Hotel and Estates Limited in favour of Cairdsport Ski Schools Limited dated 24 August and recorded in the said Division of the General Register of Sasines on 6 September, both in the year 1972, (2) All and WHOLE the subjects known as Dalmunzie Hotel, being that area or piece of ground described in, disposed by and shown delineated in red on the plan annexed and executed as relative to Disposition by Dalmunzie Limited in favour of Thomas Campbell dated 30 May and recorded in the said Division of the General Register of Sasines on 6 June, both months in the year 1980, (3) ALL and WHOLE the subjects known as and forming Cairnwell, Glenbeag Mountain Cottages, Glenshee, Blairgowrie, Perthshire in the said County being the subjects registered in the Land Register of Scotland under Title Number PTH9091, (4) ALL and WHOLE the subjects known as and forming Logie Cottage, Spittal of Glenshee, Blairgowrie, Perthshire in the said County being the subjects more particularly described in, disposed by and shown shaded pink on the plan annexed and executed as relative to Disposition by Dalmunzie Limited and others in favour of Ian William David Hope and another and which subjects are in the course of registration in the Land Register of Scotland under title number PTH46554; and (5) ALL and WHOLE the subjects known as and forming the field at Dalmunzie Estate, Spittal of Glenshee, Perthshire in the said County and being the subjects more particularly described in, disposed by and shown shaded green on the plan annexed and executed as relative to Disposition by Dalmunzie Limited and others in favour of Peter Denis Winton and another dated 19 November 2015 and which subjects are in the course of registration under title number PTH46618, which Estate under exceptions aforementioned is shown coloured pink on the plan in two parts together with the enlargement annexed and signed 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 Proprietor (including any action by any official body) in respect of any breach which it is asserted the Proprietor 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 and/or the Proprietor 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 below;
- (j) **"Standard Condition"** means standard condition as defined in Section 11 of the Conveyancing and Feudal Reform (Scotland) Act 1970;
- (k) **"Subsidies"** means the Single Farm Payment in terms of (i) European Union Council Regulation (EC) No. 1782/2003 ("Regulation 1782/2003") (ii) Commission Regulation (EC) No. 795/2004 and (iii) Commission Regulation (EC) No. 796/2004 as the same are amended or supplemented from time to time.
- (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 Proprietor 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 Proprietor 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 Proprietor or any other.

## 3. **Sale, Transfer and Other Acts Affecting the Property**

The Proprietor shall not 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 Proprietor 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 Proprietor shall:

- (i) insure and keep insured the Property and the Proprietor's fixtures and fittings in the Property in the name of the Proprietor 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 Proprietor and the Bank;
- (iii) comply with the provisions of the Property Insurance and the Proprietor 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 Proprietor of the obligations contained in this paragraph 5;
  - (vii) ensure that every insurance policy effected by the Proprietor 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 Proprietor 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 Proprietor 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 Proprietor hereby intimates to the Bank the coming into effect of the trust declared in and created by paragraph 5(d) above.
- (f) The Proprietor hereby assigns to the Bank its rights and claims under the Property Insurance.

## 6. Leasing

## (a) The Proprietor 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 Proprietor'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 Proprietor 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 Proprietor 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 Proprietor under a lease or sub-lease, the Proprietor 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 Proprietor 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 Proprietor 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 Proprietor having to take action to avert the possibility of such Environmental Claim;
- (b) inform the Bank immediately in writing if:
  - (i) the Proprietor 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 Proprietor to incur significant expenditure which may affect the Proprietor's ability to perform the obligations imposed on it under this Standard Security;
- (c) inform the Bank as soon as the Proprietor 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 Proprietor 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 Proprietor or otherwise; and
- (b) to execute assignments by the Proprietor 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 Proprietor.

## 9. Default

In addition to the circumstances specified in Standard Condition 9, the Proprietor 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 Proprietor 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 Proprietor 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 Proprietor 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 Proprietor, and the Proprietor 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. Agricultural Properties

If the Property is now or at any time in the future while this Standard Security is in force used for the purpose of agriculture or forestry it shall be an obligation on the Proprietor:

- (a) to maintain the Property in accordance with current standards of good husbandry and good silvicultural practice from time to time and in particular not to breach any of the rules applying to the Subsidies;
- (b) to lodge timeously all application forms in terms of the Integrated Administration and Control System or any alteration or replacement thereof;



- (c) not without the Bank's prior written consent to cease to be a "farmer" (as defined by Article 2(a) and (c) of Regulation 1782/2003;
- (d) not without the Bank's prior written consent to lease, sell, surrender or otherwise transfer or deal with any of the Subsidies or any part of them;
- (e) not without the Bank's prior written consent to enter into any form of Forestry Grant Scheme, Woodland Grant Scheme, Farm Woodland Premium Scheme, Farm Amalgamation or Agricultural Scheme or replacement of future scheme or schemes dealing with agricultural or forestry matters in force from time to time;
- (f) not without the Bank's prior written consent to enter into any Agreement with Scottish Natural Heritage, the Scottish Executive, Historic Scotland or any other environmental agency; and
- (g) without prejudice to paragraph 3 and paragraph 6 above, not without the Bank's prior written consent to sell, lease or otherwise part with possession of any salmon fishings or other sporting rights save by way of temporary lets of such salmon fishings or other sporting rights in accordance with current standards of good estate management.

## 12. Expenses

The Proprietor shall keep the Bank indemnified against all Expenses (on a full indemnity basis). The Proprietor 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.

## 13. Assignment

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

## 14. Disclosure of Information

The Proprietor hereby consents to the disclosure by the Bank of any information about the Proprietor 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.

## 15. 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.

16. **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 Proprietor 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.


17. **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.

PART 3

None.

X  .....  
Director (Dalmunzie Limited)

X  .....  
Director (Flowidea Limited)