

MR01

Particulars of a charge



Companies House

145852/13

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01

For further information, please

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

You must enclose a certified copy of the instrument with this form
scanned and placed on the public record. Do not send the original.



RCS 10/03/2015 #19
COMPANIES HOUSE
A05 02/03/2015 #150
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 00176197
Company name in full MALCOLM PROPERTIES LIMITED

1315 For official use
→ 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 25/02/2015

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 ☒ PRAMERICA REAL ESTATES S.A R L (B-178167)
a private limited company registered in the Grand Duchy of Luxembourg

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

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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

✓ ALL and WHOLE the subjects lying to the west of Mary Street, Johnstone, being the subjects registered in the Land Register of Scotland under title number REN38836

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)

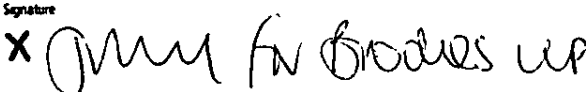
9

Signature

Please sign the form here

Signature

Signature

X  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 JL/KAB/HSB0010 00009

Company name BRODIES LLP

Address 2 BLYTHSWOOD SQUARE

Post town GLASGOW

County/Region

Postcode G 2 4 A D

Country UNITED KINGDOM

DX DX GW 11, Glasgow

Telephone 0141 428 3378



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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

PROFORMA

Company Number 00176197
Company Name Malcolm Properties Limited
Contact Name/ Organisation Brodies LLP
Address 2 Blythswood Square, Glasgow, G2 4AD

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☒ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please amend "Pramerica Real Estates S.A.R.L." to "Pramerica Real Estate Capital IV S.A.R.L."

(This is as per the name given on the deeds provided).



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 176197

Charge code. 0017 6197 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2015 and created by MALCOLM PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2015

A small, handwritten mark or signature, possibly a stylized 'B' or 'D', located in the lower right area of the page.

Given at Companies House, Cardiff on 11th March 2015



Companies House



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

(1) MALCOLM PROPERTIES LIMITED

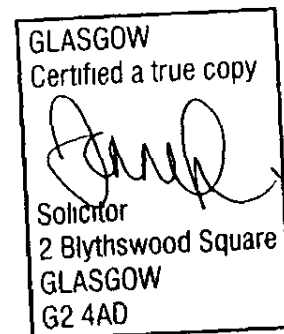
and

(2) PRAMERICA REAL ESTATE CAPITAL IV S A R L

STANDARD SECURITY

relating to

Cartside Depot, Gas Street, Johnstone



Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T 0131 228 3777
F 0131 228 3878
DX ED 10
Ref KMCK AEF AKK PRA40 2

STANDARD SECURITY BY

- (1) **MALCOLM PROPERTIES LIMITED**, a company incorporated and registered under the laws of England and Wales with registered number 176197 whose registered office is at Unit B, Haydock Cross Industrial Estate, Kilbuck Lane, St Helens, Merseyside WA11 9UX (the "**Chargor**"), and
- (2) **PRAMERICA REAL ESTATE CAPITAL IV S A R L**, a private limited company registered in the Grand Duchy of Luxembourg with registered number B178167 and having a place of business at 2, Boulevard de la Foire, L-1528, Luxembourg, Grand Duchy of Luxembourg (the "**Lender**")

IT IS AGREED as follows

1 Definitions and interpretation

1.1 Definitions

In this Standard Security

"Borrower" means Malcolm Properties (Holdings) Limited, a company incorporated in Scotland with registered number SC283167 and having its registered office at Brookfield House, 2 Burnbrae Drive, Linwood, Paisley PA3 3BU,

"Facilities Agreement" means the facilities agreement between, amongst others, the Borrower, the Chargor as guarantor and the Lender dated on or around the date of this Standard Security,

"Finance Document" means the Facilities Agreement, any Security Document, the Intercreditor Agreement, the Ranking Agreement, any Utilisation Request or any other document designated as such by the Lender and the Borrower,

"Intercreditor Agreement" means the intercreditor agreement between, amongst others, the Borrower, the Chargor, the Lender and the Senior Lender dated on or around the date of this Standard Security,

"Obligors" means the Borrower and the Chargor,

"Property" means ALL and WHOLE the property specified in the Schedule (The Property),

"Schedule" means the schedule annexed to this Standard Security,

"Secured Obligations" means all monies and liabilities now or after the date of this Standard Security due owing or incurred by the Chargor to the Lender under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender under any Finance Document,

"Security Agreement" means the security agreement entered into by the Chargor in favour of the Lender on or around the date of this Standard Security,

"Security Period" means the period beginning on the date of this Standard Security and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender to the Chargor have been cancelled,

"Senior Lender" means HSBC Bank plc,

"Standard Conditions" means the Standard Conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being all as varied by Clause 14 below (save to the extent that any variation would result in the security created by this Standard Security becoming void or unenforceable)

1 2 Interpretation

1 2 1 Unless otherwise defined in this Standard Security, a term defined in the Facilities Agreement has the same meaning when used in this Standard Security or any notices, acknowledgements or other documents issued under or in connection with this Standard Security

1 2 2 Clause 1 2 (Construction) of the Facilities Agreement is incorporated in this Standard Security as if set out here in full but so that each reference in that clause to this Agreement shall be read as a reference to this Standard Security

1 2 3 any heritable property includes

1 2 3 1 all or any part of it,

1 2 3 2 all buildings fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property,

1 2 3 3 all servitudes, rights and agreements in respect of that property,

1 2 3 4 all rents from and proceeds of sale of that property, and

1 2 3 5 the benefit of all covenants or undertakings given in respect of that property

1 3 Consistency

1 3 1 The representations, warranties, undertakings and covenants relating to the Property contained in the Facilities Agreement and the Security Agreement are incorporated

herein, mutatis mutandis, and the Standard Conditions are varied in accordance therewith

1 3 2 To the extent that the terms of

1 3 2 1 the Standard Conditions conflict with or are inconsistent with the terms of, or

1 3 2 2 the Standard Conditions, other than Standard Conditions 8 – 12, create rights or obligations which do not otherwise appear in

this Standard Security, the Facilities Agreement, the Security Agreement or the Intercreditor Agreement then the terms of this Standard Security, the Facility Agreement, the Security Agreement and the Intercreditor Agreement (as applicable) shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail and have effect in preference to the Standard Conditions and any such rights or obligations shall not apply and shall not be binding upon the Chargor

1 3 3 To the extent that there is any conflict or inconsistency (other than in relation to the Standard Conditions dealt with in Clause 1 3 2 above) between (i) any provision of this Standard Security and (ii) any provision of the Facilities Agreement, the Security Agreement and/or the Intercreditor Agreement then the provisions of the Facility Agreement, the Security Agreement or the Intercreditor Agreement (as the case may be) shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail

2 Grant of security and undertaking to pay

2 1 Undertaking

The Chargor hereby undertakes to pay and discharge to the Lender the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

2 2 Grant

The Chargor hereby in security of the Secured Obligations GRANTS a Standard Security in favour of the Lender over ALL and WHOLE the Property

3 Standard Conditions

The Standard Conditions shall apply (save to the extent that they are prevented by law) and under declaration that the terms "debtor" and "creditor" in the Standard Conditions shall refer to the Chargor and the Lender respectively

4 Incorporation of Schedule

The Schedule forms part of this Standard Security and the Chargor undertakes to comply fully with its obligations (if any) set out in the Schedule

5 Continuing Security

The Security constituted by this Standard Security shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations

6 Further Assurance

6.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s)

6.1.1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Standard Security or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Standard Security or by law,

6.1.2 to confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Standard Security, and/or

6.1.3 if an Event of Default has occurred) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Standard Security

6.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Standard Security

Any document required to be executed by the Chargor under this clause 6 will be prepared at the cost of the Chargor

7 No Waiver

7.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Standard Security shall operate as a waiver of any such right or remedy or constitute an election to affirm this Standard Security. No election to affirm this Standard Security on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy

The rights and remedies provided in this Standard Security are cumulative and not exclusive of any rights or remedies provided by law

- 7.2 A waiver given or consent granted by the Lender under this Standard Security will be effective only if given in writing and then only in the instance and for the purpose for which it is given

8 Costs

Clauses 13 (Other Indemnities) and 15 (Costs and Expenses) of the Facilities Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it

9 Certification

Clause 32.2 (Certificates and determinations) of the Facilities Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it

10 Notices

Without prejudice to the provisions regarding notices contained in the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time), any communication to be made under or in connection with this Standard Security or the Standard Conditions shall be made and given in accordance with the terms of clause 31 (Notices) of the Facilities Agreement

11 Transfer

The Lender may assign or otherwise transfer all or any part of its rights under this Standard Security or any Security created by or under it in accordance with the terms of the Finance Documents

12 Confidentiality

Clause 36 (Confidentiality) of the Facilities Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created under it

13 Partial Invalidity

Clause 33 (Partial invalidity) of the Facilities Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it

14 Standard Conditions

The Standard Conditions shall be varied as follows -

14.1 Standard Condition 1

Standard Condition 1 shall be deleted and replaced by the following -

"1 It shall be an obligation on the Chargor -

- (a) to maintain and repair all buildings and other erections, any services for such buildings and erections and any fixtures and fittings at any time in and upon the Property so that they are at all times in good and substantial repair and condition in every respect and (whenever necessary for the purpose of ensuring that the same are kept at all times in such repair and condition) to renew, rebuild and reinstate the same and generally in all respects to keep the same in good and substantial repair and condition, decorated in a good and workmanlike manner with good quality materials, and clean and tidy, all to the reasonable satisfaction of the Lender,
- (b) to permit the Lender (and any person authorised by it) at all times and upon reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Property to examine the state of repair and condition of the same and to leave at the Property written notice of any repairs and defects which the Lender or that person considers must be carried out to preserve the marketability and/or value of the Property,
- (c) well and substantially to make good all repairs and defects affecting the Property specified in such notice within such reasonable period as the Lender may specify in such notice (and if the Chargor fails satisfactorily to comply with such notice the Lender and all persons authorised by it may (without prejudice to any other rights and remedies available to the Lender) enter the Property, with or without workmen and/or equipment, to execute the relevant works and the cost of doing so (together with legal and surveyors' fees and any Value Added Tax) will be repayable by the Chargor to the Lender upon demand) "

14.2 Standard Condition 2

Standard Condition 2 shall be deleted and replaced by the following -

2 "It shall be an obligation on the Chargor -

- (a) to complete, without delay (and in any event within such period of time as the Lender may require) and in a proper manner, any unfinished buildings, other erections and works at any time forming part of the Property, in accordance with

all consents, licences and approvals required by law ("**necessary consents**") for the same and to the satisfaction of the Lender and of any relevant authorities and upon request to exhibit to the Lender evidence of the necessary consents for the same having been obtained,

- (b) not, without the prior written consent of the Lender and without all necessary consents for the same, to demolish, or make any structural alteration or addition to any buildings or other erections or works forming the whole or part of the Property, whether internal or external,
- (c) to carry out any demolition, structural alteration or addition permitted in terms of Condition 2(b) above in accordance with all necessary consents and to the satisfaction of the Lender and of any relevant authorities and upon request to exhibit to the Lender evidence of the necessary consents for the same having been obtained,
- (d) not, without the prior written consent of the Lender, to apply for (i) any improvement grant or other grant in respect of the whole or any part of the Property, and (ii) any planning permission for the development or change of use of the Property,
- (e) not to do or omit to do (or permit to be done or omitted) anything which might adversely affect the marketability or value of the Property "

14 3 **Standard Condition 3**

Standard Condition 3 shall be varied by adding the following obligations as new Conditions 3(d), 3(e), 3(f) and 3(g) -

- "(d) to observe and perform the burdens, obligations, agreements, conditions and others contained or referred to in the title deeds (and applicable leasehold documentation unless otherwise agreed between the parties thereto) for the Property (so far as they are still subsisting and capable of taking effect and relate to the Property) and to comply with every obligation relating to the Property (including where the Property comprise the tenant's interest under a lease, to pay all rents and other sums due under that lease and to enforce performance by the landlord of its obligations under that lease),
- (e) to ensure that all necessary consents in respect of or affecting the Property are obtained and are being complied with at all times and that the statutes, orders, bye laws, statutory instruments, regulations, other subordinate legislation and codes of practice of any governmental, local or other competent authorities affecting the Property will be complied with at all times,
- (f) to use the Property only for such purpose as may for the time being be authorised as a permitted use under or by virtue of any applicable authorisation, (including any consent,

approval, resolution, licence, planning permission, exemption, filing or registration) or any regulations, (including any rule, official directive, notice, guideline or order (whether or not having the force of law)) of any governmental body, agency, department, court, tribunal or regulatory authority or organisation,

- (g) if the Chargor at any time while this Standard Security is in force, holds any licence or consent required to carry out any business or operation on the Property, the Chargor shall -
- (i) not do or omit to do (or allow to be done or omitted) anything which may prejudice the contractual existence or renewal of such licence or consent,
 - (ii) obtain, maintain and renew such licence or consent upon terms acceptable to the Lender and, upon request by the Lender, exhibit such licence or consent to the Lender,
 - (iii) notify the Lender immediately upon becoming aware of anything likely to affect the continued existence or renewal of such licence or consent or to result in the conditions upon which such licence or consent was granted to be altered,
 - (iv) insure and keep such licence or consent insured against loss, termination or non renewal on such terms and for such sums as the Lender may from time to time require in writing and the provisions of Standard Condition 5 (as varied by this Standard Security) shall apply to such insurance as if they were now repeated "

14.4 Standard Condition 4

Standard Condition 4 shall be deleted and replaced by the following -

"4 It shall be an obligation on the Chargor -

- (a) to notify the Lender immediately upon receipt by the Chargor of any application, requirement, order or notice or of any amendment of the same or of any proposal for the making or issuing of the same ("Requirement") served or given by any person or authority (including the Chargor's landlord if the Property are the tenant's interest under a lease) affecting or likely to affect the Property or their use and at the same time to produce a copy of the same to the Lender and inform it of the steps proposed to be taken to comply with any such Requirement or, as the case may be, to object to it,
- (b) at the Chargor's expense, to take all such actions (including commencing legal proceedings) and within such timescale(s) as the Lender may require in connection with any such Requirement (including objecting or joining with the Lender in objecting to or in making representations against the same) and if the Chargor fails to do so, to permit the Lender to take such action (including

commencing legal proceedings) as it thinks fit in connection with any such Requirement, whether or not in the name of the Chargor (and any costs incurred by the Lender in so doing will be repayable by the Chargor to the Lender upon demand),

- (c) without prejudice to Condition 4(b) above, at the Chargor's expense to take, as soon as practicable, all reasonable and necessary steps to comply with any such Requirement or, as the case may be, to object to the same,
- (d) if the Lender so requires, to object or to join with the Lender in objecting to any such Requirement or in making representations against any proposal for the same "

14.5 Standard Condition 5

Standard Condition 5 shall be deleted and replaced by the following -

- "5 (a) The Chargor will insure and keep insured or procure the insurance of -
- (i) the Property against loss or damage by fire, lightning, explosion, earthquake, storm, tempest, flood, impact, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped from them, riot and civil commotion, labour disturbance and malicious damage, terrorism and such other risks normally insured against by persons carrying on the same class of business as that carried on by it and such other risks as the Lender may from time to time reasonably require and in a sum not less than their full reinstatement value from time to time (meaning the total cost of demolishing (including site clearance, debris removal, shoring or propping up and hoarding) and entirely rebuilding, reinstating or replacing the Property in the event of their being completely destroyed together with (i) architects', surveyors' and other professional fees (ii) the costs of obtaining planning and other necessary consents and (iii) any VAT chargeable on any such insurance, demolition, rebuilding, reinstatement or replacement costs, professional fees and consent costs),
 - (ii) where the whole or any part of the Property is let to a third party, an amount equal to the loss of rent under the lease for three years or such longer period as the Lender may require,
- in each case with a reputable insurance company or underwriter approved by the Lender
- (b) Any contracts and policies of insurance of whatsoever nature which are from time to time taken out by or with the authority of or on behalf of the Chargor relating to the Property or (to the extent of such interest) in which the Chargor has an interest (such contracts and

policies being referred to in this Standard Security as "Policies") will be taken out as co-insurance in the names of the Lender and the Chargor shall ensure that such Policies contain such provisions for the protection of the Lender's interest as the Lender may from time to time reasonably require

Notwithstanding the foregoing, if the Property is the tenant's interest under a lease and if the Chargor is required under that lease to insure the Property on certain terms and conditions or to reimburse the Chargor's landlord any premiums spent by that landlord in effecting the insurances required by that lease, then if the Chargor complies with its leasehold obligations in respect of the same, the Chargor shall be deemed to have complied with the provisions of Condition 5(a) and this Condition 5(b) if such insurance effected (whether by the Chargor or its landlord) extends to cover at least the risks specified in Condition 5(a) in at least the amount specified in that Condition and if the Chargor at the Lender's request from time to time provides proof satisfactory to the Lender that the provisions of this Condition 5(b) have been complied with

- (c) The Chargor will deposit with the Lender any Policies effected by the Chargor in respect of the Property
- (d) The Chargor will promptly pay all premiums and do all other things necessary to keep the said insurances relating to the Property in force and, on demand by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurances and the receipt for the payment of each premium
- (e) The Chargor will immediately notify the Lender upon becoming aware of any damage to or destruction of the Property or any part of them or any event that might affect any insurance policy relating to the Property
- (f) Subject to the provisions of any lease of all or part of the Property (including any lease described in Part One of the Schedule), all money which may at any time be received or receivable under any Policies will, subject to obtaining all necessary consents, be applied in replacing, restoring or reinstating the Property destroyed or damaged or in such manner as the Lender may agree or, after the occurrence of any default of the Chargor in performance of its obligations in terms of this Standard Security or any other document evidencing the facilities to which the Secured Obligations relate, as the Lender so directs and the terms of the relevant Policies so permit in or towards satisfaction of the Secured Obligations
- (g) The Chargor will not do or omit to do or permit anything to be done or omitted in or upon or relating to the Property which may make void or voidable any of the said insurances relating to them, or which may cause an increased or additional premium for their insurance to be payable "

14.6 Standard Condition 6

Standard Condition 6 shall be deleted and replaced by the following -

- "6
- (a) The Chargor shall not, without the prior written consent of the Lender, grant or agree to grant (whether in exercise or independently of any statutory power) any lease (including sub-lease) or confer upon any person any contractual licence or right to occupy the Property
 - (b) The Chargor shall not, without the prior written consent of the Lender, grant or accept a surrender of, vary the terms of, or consent to an assignation, transfer or sub-let of any lease or tenancy of all or any part of the Property and nor shall the Chargor, without such prior written consent, agree to do any of the foregoing
 - (c) The Chargor shall enforce the prompt payment of the rents and other sums payable by any tenant, licensee or occupier of all or any part of the Property and shall procure that any such tenant, licensee or occupier complies fully with the terms of its lease, licence or occupancy agreement
 - (d) The Chargor shall take all requisite steps to ensure that each rent review imposed by any occupational lease, licence or other agreement of all or part of the Property is agreed or determined as quickly as possible for the best rent reasonably obtainable
 - (e) The Chargor shall not (whether absolutely or in security) sell, assign, transfer or otherwise dispose of all or any part of or interest in the Property or agree to do so without the prior written consent of the Lender
 - (f) The Chargor shall not create, agree to create or allow to be created any security, charge (whether fixed or floating) or lien of any kind whatsoever over the Property without the prior written consent of the Lender (except where the same is in favour of the Lender)
 - (g) The Chargor shall not create or allow to be created any real burden, title condition or overriding interest (as defined in section 28(1) of the Land Registration (Scotland) Act 1979 (as amended from time to time)) or an encumbrance as set out in section 9 of the Land Registration etc (Scotland) Act 2012 affecting the Property (or any part thereof)
 - (h) The Chargor shall, promptly upon request by the Lender, deposit with the Lender all title deeds, leasehold documentation and planning permissions relating to the Property
 - (i) The Chargor shall not deal with any claim for compensation, howsoever arising, in respect of all or any part of the Property, other than in accordance with the Lender's requirements and if so requested by the Lender, shall pay to the Lender (in reduction of the Secured Obligations) all or any part of such compensation "

14.7 Standard Condition 7

Standard Condition 7 shall be varied by adding the following obligation as a new Condition 7(4), to which the terms of Standard Condition 7(3) shall apply (with reference to Clause 14.1 and 14.5 being taken to be reference to Standard Condition 1 and Standard Condition 5 respectively, in each case as amended by this Clause 14) -

- "(4) If the Chargor fails to comply with its obligations in Clauses 14.1 and 14.5 regarding the repair of and insurance of the Property or fails to observe or perform any of the obligations or stipulations contained in the title deeds and/or any leasehold documentation affecting them or if a default of the Chargor in performance of its obligations in terms of this Standard Security or any other document evidencing the facilities to which the Secured Obligations relate occurs, the Chargor will permit the Lender or its agents -
- (a) to enter on the Property and to comply with or object to any notice served on the Chargor in respect of the Property, and
 - (b) to effect such repairs and/or insurance and generally do such things and pay all such costs, charges and expenses as the Lender may consider necessary or desirable to prevent or remedy any breach of obligation or stipulation or to comply with or object to any notice "

14.8 Standard Condition 9(1)

Standard Condition 9 (1) shall be varied as follows -

In addition to the events of default set out in Standard Condition 9(1), the Chargor shall be held to be in default if any of the events constituting a default of the Chargor in performance of its obligations in terms of this Standard Security or any other document evidencing the facilities to which the Secured Obligations relate shall occur

14.9 Standard Condition 10

Standard Condition 10 shall be varied by adding the following as new Conditions 10(8) and 10(9) -

- "(8) If the Lender shall enter into possession of the Property, the Lender may (at the Chargor's expense and risk and as the agent of the Chargor) remove, store, sell or otherwise deal with any moveable items, belonging to the Chargor and which are not otherwise used by any tenant of such Property left in or at the Property and the Lender shall not be liable to the Chargor for any loss or damage caused by the same and the Lender will pay the net proceeds of sale of such moveable items (after deducting all costs and expenses reasonably incurred by the Lender in connection with such removal, storage, and dealing) to the Chargor as soon as reasonably practicable

- (9) The Lender may (in addition to the powers specified in this Standard Condition 10) -
- (i) at any time after entering into possession of the Property relinquish such possession on giving written notice to the Chargor,
 - (ii) if the Property is the tenant's interest under a lease, vary the terms of or surrender the lease (declaring that the Chargor irrevocably and by way of security appoints the Lender as its attorney for it and in its name and on its behalf to execute and deliver and otherwise perfect any document which may be required of the Chargor under this Standard Security or may be required in the exercise of the Lender's rights under this Standard Security or otherwise for any purpose connected with this Standard Security),
 - (iii) bring or defend any proceedings in the name of the Chargor in relation to the Property as the Lender thinks fit,
 - (iv) exercise on behalf of the Chargor all or any of the powers given to landlords and tenants (as the case may be) in respect of the Property but without incurring any liability in respect of the powers so exercised,
 - (v) sell, let, grant licences of, vary the terms of or terminate or accept any surrender of leases or tenancies of all or any part of the Property or grant any option over all or any part of the Property on such terms and conditions (including as to the payment of money) as the Lender thinks fit (in its absolute discretion),
 - (vi) do all such other acts and things as may be considered by the Lender to be necessary for or incidental to any of the powers contained in the said Standard Conditions or otherwise preserve, improve, sell or assign the Property "

15 Representations

The Chargor makes the representations and warranties set out clause 18 (Representations) of the Facilities Agreement to the Lender on the dates and times set out in the Facilities Agreement

16 Releases

Upon the expiry of the Security Period, the Lender shall promptly, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor

16 1 its rights arising under this Standard Security,

16 2 the Secured Assets from the Security created by and under this Standard Security,

16 3 and return all documents or deeds of title delivered to it under this Standard Security

17 Choice of Law

17 1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (Dispute)

17 2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

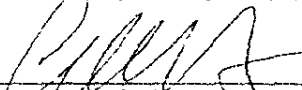
17 3 This clause 17 is for the benefit of the Lender As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions

18 Warrandice

The Chargor grants warrandice but excepting therefrom (1) the Standard Security granted by the Chargor in favour of HSBC Bank plc dated on or around the date hereof, and (2) the Lease between J L McNeil Limited and W H Malcolm Limited dated 18 July 2005 and registered in the Books of Council and Session on 09 August 2005 and registered in the Land Register of Scotland under Title Number REN118141

IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages together with the Schedule annexed are executed as follows -

For MALCOLM PROPERTIES LIMITED as Chargor


signature of witness

CEMMA MCFADYEN
full name of above (print)

address of witness

BURNES PAUL LLP
120 BOTHWELL STREET
GLASGOW
G2 7JL
TEL NO 0141 248 4933


signature of director

ANDREW MALCOLM
full name of above (print)

date of signing

GLASGOW
place of signing

date of delivery

This is the Schedule referred to in the foregoing Standard Security granted by Malcolm Properties Limited in favour of PRAMERICA REAL ESTATE CAPITAL IV S A R L

SCHEDULE

ALL and WHOLE the subjects lying to the west of Mary Street, Johnstone PA5 8BJ and registered in the Land Register of Scotland under Title Number REN38836 TOGETHER WITH (One) the fixtures and fittings therein and thereon, (Two) the parts, privileges and pertinents thereof and (Three) the Chargor's whole right title and interest present and future in and to the subjects hereinbefore described



For and on behalf of the Chargor



For and on behalf of the Chargor