

MR01

Particulars of a charge



Companies House

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

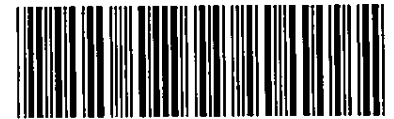
☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

FRIDAY



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SCT

28/03/2014

#565

COMPANIES HOUSE

1 Company details

Company number 00519500

Company name in full Tesco Stores Limited

Tesco House, Delamare Road, Cheshnut, Waltham Cross

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 14/03/2014

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 East Lothian Council

John Muir House, Haddington, East Lothian

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	Description Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.	Continuation page Please use a continuation page if you need to enter more details
Description	The subjects known as and forming 37/41 Market Street Haddington, East Lothian	
5	Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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Particulars of a charge

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Trustee statement ⁰

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

☐

⁰ 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

MRO1

Particulars of a charge



Presenter information

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

Contact name **Catherine Molloy**

Company name **East Lothian Council**

Address **John Muir House**

Post town **Haddington**

County/Region **East Lothian**

Postcode **E H 4 1 3 H A**

Country

DX

Telephone **01620 827 448**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 519500

Charge code: 0051 9500 0131

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2014 and created by **TESCO STORES LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2014.

Given at Companies House, Cardiff on 2nd April 2014



Companies House



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

I hereby certify that this is
a certified copy of the
original Standard Security
dated 25/3/2014

CONFIRMATION OF REGISTRATION

STANDARD SECURITY

by

- (1) **Tesco Stores Limited**, a company incorporated under the Companies Acts (under company Number 00519500) and having their registered office at Tesco House, Delamare Road, Cheshnut, Waltham Cross, Hertfordshire and includes successors in title and representatives ("Grantee")

in favour of

- (2) **East Lothian Council** incorporated under the Local Government etc (Scotland) Act 1994, John Muir House, Haddington and includes successors in title and representatives ("ELC")

WHEREAS -

- (A) The Grantee has undertaken or is about to undertake the Secured Obligations to ELC,
(B) The Parties have agreed that the Secured Obligations shall be secured over the Property,

THEREFORE the Grantee hereby agrees and undertakes as follows -

1 Definitions and Interpretation

1.1 Definitions

In this Standard Security -

"Control Period" means the period of 10 years commencing on the later of (i) the date of registration or recording (whichever is applicable) of this Standard Security in the Registers of Scotland, or (ii) the latest date of execution of the Secured Documentation,

"Existing Lease" means the lease between Faraday Properties Limited and The Scottish Council for Spastics, recorded in the Division of the General Register of Sasines applicable to the County of East Lothian on 21 February 1995,

"Full Reinstatement Value" means such sums as the Grantee shall from time to time acting reasonably consider sufficient to cover the full cost of rebuilding or reinstating the Property together with an amount to cover architects', engineers' surveyors' and other professional fees, the cost of demolition, site clearance, temporary hoarding and other works that may be required in law and incidental expenses and all Value Added Tax on such costs and others,

"Insured Risks" means the risks of fire, civil commotion, explosion, impact by aircraft, flood, storm, tempest, lightning, heave, subsidence, public liability and such other risks as the Grantee may require and which other risks are available on normal commercial terms and conditions in the UK insurance market, but expressly providing that the risks of storm, tempest, heave and subsidence are only to be insured against once enough repairs have been carried out to the Property to render them in a condition where cover for such risks is reasonably obtainable by the Grantee,

"Parties" means the Grantee and ELC and "Party" refers to either of them as the context requires,

"Property" means All and Whole the ground floor of the tenement forming and known as 37-41 Market Street, Haddington, being the subjects registered in the Land Register of Scotland under Title Number ELN18412

"Secured Documentation" means any and all of -

- (a) the grant agreement constituted by the offer of grant made by ELC dated 30 January 2014 and the Grantee acceptance thereof dated 13 February 2014,

(b) any supplementary offer of grant to be made by ELC and accepted by the Grantee, and

(c) the constitutive deed granted by the heritable proprietor of the Property in favour of ELC and presented to the Registers of Scotland for recording/registration simultaneously with the presentation of this Standard Security,

"Secured Obligations" means all sums advanced or to be advanced to the Grantee, and other sums or obligations due or to become due or prestatable or to become prestatable by the Grantee to ELC, and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Grantee in terms of the Secured Documentation, and

"Standard Conditions" means 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 and "Standard Condition" means any one of them having regard to the context in which it is used being the standard conditions annexed and signed as relative hereto,

1 2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security -

- 1 2 1 words importing any gender shall include all other genders,
- 1 2 2 words importing the singular number only shall include the plural number and vice versa,
- 1 2 3 obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Grantee in this Standard Security shall bind the Grantee and the Grantee's successors all jointly and severally,
- 1 2 4 words importing individuals include corporations and vice versa,
- 1 2 5 references to this Standard Security or to any other document shall be construed as reference to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time,
- 1 2 6 any reference to a Clause is to the relevant Clause of this Standard Security,
- 1 2 7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision, and
- 1 2 8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words

1 3 Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security

2 Grant of Security

The Grantee, in security of the Secured Obligations, GRANTS a Standard Security in favour of ELC over the Property and hereby affirms that the Property is not a matrimonial home or a family home in relation to which a spouse or a civil partner of the Grantee has occupancy rights, all within the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) and the Civil Partnership Act 2004 (as amended)

3 Control Period

The terms of this Standard Security will subsist for the Control Period

4 Discharge

At the request of the Grantee, ELC will discharge this Standard Security

4 1 at any time after the expiry of the Control Period, or

4 2 at any time during the Control Period where the Grantee sells or otherwise parts with possession of the Property to any company which is a subsidiary or holding company of the Grantee or a subsidiary of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 1159 of the Companies Act 2006), subject always to to (1) the prior consent of ELC being obtained (which consent is not to be unreasonably withheld or delayed and (2) the delivery of an assignation of the grant contract to any company which is a subsidiary or holding company of the Grantee or a subsidiary of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 1159 of the Companies Act 2006) and (3) on the grant of consent and the delivery of the assignation, the delivery to ELC a new security on the same terms as this Standard Security *mutatis mutandis* for the remainder of the Control Period validly executed by such subsidiary or holding company, as the case may be, together with signed Land Registration forms and payment of Land Registration Dues, in exchange for the delivery of the said discharge by the Council

The form of such discharge shall be agreed between the Grantee and ELC, both acting reasonably

In the event of the Grantee selling or otherwise parting with possession of the Property to a subsidiary or holding company, as provided for at Clause 4 2 above, then ELC acknowledges, by its signature hereof that such sale or transfer will not be considered to be a disposal which would otherwise entitle ELC to recover a portion of the grant monies awarded to the Grantee by ELC pursuant to the Secured Documentation

5 Standard Conditions

Except as otherwise stated, the Standard Conditions shall apply, save that (i) Standard Conditions 4(iii) and 5(ii) shall be excluded, (ii) during the period of the Existing Lease, ELC's rights under Standard Condition 7 shall be exercised subject to the provisions of the Existing Lease (iii) Standard Condition 8 shall be varied so that ELC shall not be entitled to serve a calling-up notice except in the event of non-payment or non-performance of the Secured Obligations, (iv) Standard Condition 9 is varied so that the Grantee will only be held to be in default on non-payment or non-performance of the Secured Obligations, and (v) Standard Condition 12 shall be varied so that the Parties are responsible for their own expenses in respect of the preparation and execution of this Standard Security

In addition, the Parties agree that the Standard Conditions shall be varied to the following effect

5 1 Repair and Maintenance

With reference to Standard Condition 1(i), when determining the standard of repair and maintenance to be undertaken by the Grantee, ELC, acting reasonably, shall be entitled to require the Grantee to undertake works in accordance with or in such a manner as to respect the historical and architectural importance of the Property as part of the Nation's heritage

5 2 Insurance

5 2 1 The insurance to be effected in terms of Standard Condition 5(i) shall, be in the name of the Grantee, with ELC interest noted thereon, with a reputable UK

insurance office and provide cover against the Insured Risks to a minimum of the Full Reinstatement Value of the Property and not its market value

5 2 2 Standard Condition 5(v) shall not apply. All monies becoming payable under the policies of insurance referred to in Clause 5 2 1 shall be applied in making good the loss or damage in respect of which such monies become payable. In the event that ELC agree that the Property cannot be reinstated, the insurance proceeds shall be used first to repay any sums due in terms of the Secured Obligations.

5 2 3 In the event that the Grantee is a tenant under a long lease, the terms of which prohibit the Grantee from effecting their obligations under Clauses 5 2 1 and 5 2 2, the Grantee shall procure that their landlord maintains insurance of the Property in accordance with the terms of the Lease.

5 3 ELC Consent to Lettings

Standard Condition 6 shall be varied such that the Grantee shall not be obliged to seek the consent of ELC in respect of any letting or agreement for lease which is for a duration of less than 7 years.

6 Restrictions Relating to the Property

During the Control Period, the Grantee shall not without the consent of ELC -

- 6 1 part with occupation of the Property or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it,
- 6 2 create a subsequent security over the Property or any part of it or convey or otherwise transfer the Property or any part of them (otherwise than by mortis causa deed),
- 6 3 make directly or indirectly any application for planning permission in relation to the Property or any part of it,
- 6 4 accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it,
- 6 5 where the Grantee is a tenant under a long lease, (i) they shall observe and perform the tenant's obligations and enforce the due performance and observance of the landlord's obligations under the lease, (c) the Grantee shall not vary nor waive or release any obligations incumbent on the landlord under the lease without the prior written consent of ELC, and (d) the Grantee shall not surrender their interest in the lease nor serve a termination notice on the landlord without the prior written consent of ELC.

7 Ultimate Loss Clause

The security created by this Standard Security shall be a security to ELC for any balance which may remain due to the ELC after applying any payments received by ELC from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this Standard Security and the Grantee shall not be entitled to require from ELC any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Grantee to ELC or to have the benefit of

any securities held by ELC until the whole amount secured by this Standard Security has been paid or settled in full

And the Grantee grants warrandice IN WITNESS WHEREOF these presents printed on this and the three preceding pages are executed as follows - together with the Schedule annexed hereto.

SUBSCRIBED for and on behalf of **TESCO STORES LIMITED**

at Welwyn Garden City

on the 5th day

of March 2014

by

Signature

Full Name Tin George Robinson

Attorney, pursuant to Power of Attorney in his/her favour dated 17th March 2011

before this witness

Witness

Full Name

Full Address

Tesco Stores Limited

PO Box 400, Shire Park
Welwyn Garden City
Hertfordshire, AL7 1AB

and are

SUBSCRIBED for and on behalf of **EAST LoTHIAN COUNCIL**

on the 10th day March

of 2014

by

Morag Ferguson
MORAG FERGUSON

Proper Officer

Full Name

before this witness

Witness

Full Name

Full Address

AT: Haddington

PART 5
STANDARD CONDITIONS

This is the schedule
referred to in the
Pyeong Standard
Security between Teaco
Shoes and East Lothian
Council.

1 Maintenance and repair.

It shall be an obligation on the debtor—

- (i) to maintain the security subjects in good and sufficient repair to the satisfaction of the creditor
- (ii) to permit, after seven clear days notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof,
- (iii) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing

2. Completion of buildings etc. and prohibition of alterations etc.

It shall be an obligation on the debtor—

- (i) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor,
- (ii) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law,
- (iii) to exhibit to the creditor at his request evidence of that consent, licence or approval

3. Observance of conditions in title, payment of duties, charges, etc., and general compliance with requirements of law relating to security subjects.

It shall be an obligation on the debtor—

- (i) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects,
- (ii) to make due and punctual payment of any ground burden, teind, stipend, or standard to charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects,
- (iii) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment

4. Planning notices, etc.

It shall be an obligation on the debtor—

- (i) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof,
- (ii) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto,
- (iii) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor

5 Insurance

It shall be an obligation on the debtor—

- (i) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require,
- (ii) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor,
- (iii) to pay any premium due in respect of any such policy, and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy,
- (iv) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim,
- (v) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim,
- (vi) to refrain from any act or omission which would invalidate the policy

6 Restriction on letting

It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and "to let" in this condition includes to sub-let

7. General power of creditor to perform obligations etc. on failure of debtor and power to charge debtor.

- (i) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform
- (ii) Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days notice in writing to the debtor, enter upon the security subjects at all reasonable times
- (iii) All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time

8. Calling-up.

The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act

9. Default.

9 1 The debtor shall be held to be in default in any of the following circumstances, that is to say

- 9 1 1** where a calling-up notice in respect of the security has been served and has not been complied with,
- 9 1 2** where there has been a failure to comply with any other requirement arising out of the security,
- 9 1 3** where the proprietor of the security subjects has become insolvent

9 2 For the purposes of this condition, the proprietor shall be taken to be insolvent if -

9 2 1 he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors,

9 2 2 he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate fails to be administered in accordance with an order under section [421 of the Insolvency Act 1986,

9 2 3 where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge

10 Rights of creditor on default

10 1 Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate

10 1 1 he may proceed to sell the security subjects or any part thereof

10 1 2 he may enter into possession of the security subjects and may receive or recover the rents of those subjects or any part thereof

10 1 3 where he has entered into possession as aforesaid, he may let the security subjects or any part thereof

10 1 4 where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects

10 1 5 he may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times

10 1 6 he may apply to the court for a decree of foreclosure

11 Exercise of right of redemption

11 1 The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a "notice of redemption")

11 2 Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled

11 3 -

11 3 1 A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgment signed by

the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given

11 3 2 If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgment of receipt by him shall be sufficient evidence of such notice having been given

11 3 3 A notice of redemption sent by post shall be held to have been given on the day next after the day of posting

11 4 When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained

11 5 Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act

12 The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security

13 Interpretation

In this Schedule, where the debtor is not the proprietor of the security subjects, "debtor" means "proprietor", except

- (a) in standard conditions 9(1), 10(1) and 12, and
- (b) in standard condition 11, where "debtor" includes the proprietor

