

# MR01

## Particulars of a charge



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

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

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

TUESDAY



\*S3YHS3YH\*  
SCT 06/01/2015 #138  
COMPANIES HOUSE

### 1 Company details

Company number S C 2 7 5 0 0 2  
Company name in full Miller Lochside View Limited

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 d2 d9 m1 m2 y2 y0 y1 y4

### 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 AIB Group (UK) P.L.C.

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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Particulars of a charge

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**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 at 2 Lochside View, Edinburgh, registered in the Land Register of Scotland under title number MID71797.

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

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**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

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

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

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**Signature**

Please sign the form here.

Signature

Signature

X

FOR AND ON BEHALF OF CMS CAMERON MCKENNA LLP

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 KESI/105307.00043

Company name CMS Cameron McKenna

Address Saltire Court

20 Castle Terrace

Post town Edinburgh

County/Region

Postcode E H 1 2 E N

Country

DX DX553001 Edinburgh

Telephone 0131 228 8000



### 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: 275002

Charge code: SC27 5002 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th December 2014 and created by MILLER LOCHSIDE VIEW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2015.

Given at Companies House, Edinburgh on 7th January 2015



**Companies House**



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

CERTIFIED AS A TRUE AND  
COMPLETE COPY OF THE  
ORIGINAL SAVE FOR  
REDACTIONS UNDER  
S.859G COMPANIES ACT 2006

Date: 5/1/2015  
CMS Cameron McKenna LLP  
Saltire Court, 20 Castle Terrace,  
Edinburgh EH1 2EN

**C/M/S/**

Law.Tax

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**STANDARD SECURITY**

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By

**MILLER LOCHSIDE VIEW LIMITED**

in favour of

**AIB GROUP (UK) PLC**

**SUBJECTS: MILER HOUSE, 2 LOCHSIDE VIEW, EDINBURGH PARK, EDINBURGH**

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CMS Cameron McKenna LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN  
T +44 131 228 8000  
F +44 131 228 8888

[illegible]

In this Standard Security the following words and expressions shall have the following meanings assigned to them, and shall be interpreted in accordance with the following provisions:

|                              |   |
|------------------------------|---|
| "THE BANK"                   | AIB GROUP (UK) P.L.C (company registration number NI018800) whose registered office is at 92 Ann Street, Belfast, Northern Ireland, BT1 3HH   |
| "THE BORROWER"               | <p>MILLER LOCHSIDE VIEW LIMITED, incorporated under the Companies Acts (Registered Number SC275002) and having its Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH</p> <p>Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally. Words importing the masculine gender shall include the feminine.</p>   |
| "FACILITY AGREEMENT"         | the facility agreement dated on or around the date of this Standard Security and as amended, novated, supplemented, extended or restated at any time, made between the Borrower and the Bank.   |
| "SECURED OBLIGATIONS"        | All present and future indebtedness, monies, obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred by the Borrower to the Bank whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Bank was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which the Borrower may be or become liable to the Bank, together with all expenses and interest under paragraphs (b) and (c) below of this Standard Security, the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Standard Security. |
| "SPECIFIED RATE OF INTEREST" | A rate calculated on a daily basis five per cent (5%) per annum above the Bank's base rate of interest from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Bank and the Borrower ("the Agreed Rate") and in the case of liabilities of the Borrower which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Bank as certified by the Bank of funding the relevant amount of  |

such currency plus five per cent (5%) or (if higher) calculated by reference to the Agreed Rate.

**"THE SUBJECTS"**

The Subjects known as Miller House, 2 Lochside View, Edinburgh Park, Edinburgh being the subjects more fully described in Part 1 of the Schedule annexed and signed as relative hereto.

The Borrower hereby undertakes that it will on demand by the Bank pay to the Bank:

- (a) the Secured Obligations;
- (b) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Standard Security and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Borrower to the Bank, or by any person appointed by the Bank pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause (b), interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof; and
- (c) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand or other due date at such respective rates as have been agreed between the Borrower and the Bank or in default of any Agreed Rate and in any event from and after demand until full discharge (as well after as before decree or judgment) at the Specified Rate of Interest and such rate of interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest;

**AND IT IS HEREBY PROVIDED AND DECLARED:**

**FIRST** That any account or certificate under the hand of a manager, or other authorised official of the Bank shall be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest, costs or expenses and other, which are due or shall be due by the Borrower or for which the Borrower shall be liable to the Bank (except in the case of manifest error);

**SECOND** That this Standard Security shall be in addition to, and nothing herein contained shall prejudice or affect any other security or securities which the Bank already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Borrower to the Bank over any assets belonging to the Borrower, it being always in the power of the Bank to release or to discharge in whole or in part or parts any such security or to allow all or any of the assets to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and



the whole obligations hereby undertaken by the Borrower shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed;

- THIRD** That this Standard Security will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing whatsoever and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Obligations; and
- FOURTH** That the Bank, without prejudice to its rights under these presents and at its discretion, may grant to the Borrower or to any person or persons liable with or for the Borrower any time or other indulgence and may compound with the Borrower or other persons, accede to trust deeds and draw dividends and that all without notice to the Borrower or to any other person concerned.

AND IN SECURITY of the said sums and obligations above mentioned the Borrower HEREBY GRANTS in favour of the Bank and its successors, assignees and transferees for the payment or discharge of the Secured Obligations, a Standard Security over ALL and WHOLE the Subjects; Declaring that the said Schedule annexed hereto forms part of the charging clause to these presents; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being shall apply and the Borrower agrees that the Standard Conditions shall be varied as follows, provided that in the event of any conflict between the terms of this standard security as varied and the Facility Agreement (while the Facility Agreement is outstanding) or more onerous obligations being placed on the Borrower by virtue of the variations herein stated than by virtue of the terms of the Facility Agreement, the terms of the Facility Agreement (while the Facility Agreement is outstanding) shall prevail:

1. The Borrower shall repair, maintain 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 Subjects all to the satisfaction of the Bank; and shall permit the Bank or its agents to enter upon the Subjects at all reasonable hours on reasonable notice to examine the condition of the Subjects and to do any work which the Borrower has failed to do in accordance with its obligations under this Standard Security.
2. The Borrower shall observe and perform the terms of all agreements, assignments, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on the Borrower or affecting the Subjects or the use or enjoyment of the Subjects and the Borrower shall not take or omit to take any action of any kind whereby any interest or estate in the Subjects may be adversely affected and shall not without the prior written consent of the Bank (i) grant any conveyance, transfer or assignment of the Subjects or any part; (ii) grant any other security over the Subjects or any part; (iii) grant or knowingly permit the creation of any servitude, wayleave or real condition or other rights over the Subjects or any part; (iv) waive, release or vary the obligations of any other person in relation to the Subjects; (v) detach or allow to be detached any fixture or fitting from the Subjects except for the purpose of effecting

necessary repairs or replacing it with another of at least equal value; or (vi) apply for an improvement grant or other grant in respect of the Subjects or any part.

3. The Borrower shall (i) not without the prior written consent of the Bank make directly or indirectly an application for planning permission under the Town and Country Planning (Scotland) Acts or 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 Subjects or any part of it; (ii) not without the prior written consent of the Bank change or permit or suffer to be changed the present use of the Subjects; and (iii) provide the Bank with a copy of (a) any application made or agreement entered into in accordance with Clause 3 (i) and (b) any document evidencing the granting of planning permission relative to the Subjects.
4. The Borrower shall insure and keep insured the Subjects and the Borrower's fixtures and fittings in the Subjects in the name of the Borrower 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, as to which the determination of the Bank shall be conclusive ("the Insurance").
5. The Borrower shall (i) comply with the provisions of the Insurance and the Borrower shall not do or allow to be done, nor fail to do anything on the Subjects which might jeopardise the Insurance; (ii) inform the Bank in writing within seven days of the occurrence of any circumstances which would be likely to affect the validity of the Insurance; (iii) have the Bank's interest noted on the Insurance; (iv) notify the Bank of any excess applying in the Insurance and (v) 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 Borrower of the obligations contained in this Standard Security.
6. The Borrower shall (i) ensure that the Insurance contains a clause (in terms satisfactory to the Bank) under which such Insurance will not be invalidated as against a heritable creditor for failure to pay any premium due without the insurer giving to the Bank fourteen days prior written notice; (ii) give the Bank such particulars relating to the Subjects as the Bank or its insurers may reasonably require, from time to time, for the purposes of effecting, maintaining or reviewing the Insurance; (iii) inform the Bank within fourteen days of any occurrence which may give rise to a claim under the Insurance; (iv) 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 Insurance and, if requested by the Bank, where such payment was made to the insurers, to produce to the Bank on demand the policy, certificate or cover note comprising the Insurance and the receipt(s) for the premiums and other payments made in respect of the Insurance; and (v) not settle or adjust any claim under the Insurance without the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.
7. In the event that the Borrower fails to put in place or maintain the Insurance in accordance with Standard Condition 5 as varied by this Standard Security, the Bank shall be entitled to arrange, in whole or in part, the Insurance with a reputable insurer. If any such monies are paid by the insurer to the Borrower, the Borrower declares that it will hold such monies in trust for the Bank. All such monies 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 or

reducing the Secured Obligations. The Borrower hereby assigns to the Bank its rights and claims under the Insurance.

8. The Borrower shall (except as permitted under the Facility Agreement (while the Facility Agreement is outstanding)) (i) not without the prior written consent of the Bank part with possession of the Subjects or any part or grant or agree to grant to any person any lease, sub-lease, licence, right or interest to occupy the Subjects or any part; (ii) not without the prior written consent of the Bank give any consent where the Borrower's consent is required in terms of any lease, sub-lease, licence or right or interest affecting the Subjects or any part; (iii) not without the prior written consent of the Bank accept or agree to accept any renunciation or surrender of any lease or sub-lease of the Subjects or any part; (iv) not without the prior written consent of the Bank vary the terms of any lease, sub-lease, right or interest affecting the Subjects or any part; (v) not without the prior written consent of the Bank agree the level of any rent payable at any rent review under any lease, sub-lease, licence, right or interest affecting the Subjects or any part.
9. The Borrower shall (i) manage the Subjects with all due diligence in accordance with the principles of good estate management and in such manner as will not diminish their value and (ii) duly observe and perform its obligations under any agreements for lease, leases, subleases, tenancy agreements and licenses from time to time of the whole or any part of the Subjects, and require and enforce the punctual and full observance and performance by the tenants, subtenants or licensees as the case may be of their respective obligations and covenants under any such leases or others.
10. The Borrower shall (i) deliver to the Bank, upon a request by the Bank, a validly executed assignation of the benefit of any guarantee held by the Borrower 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 Subjects or any part; and (ii) deliver to the Bank, in the event of the Borrower granting a lease, sub-lease, licence, right or interest affecting the Subjects or any part of it or agreeing to a review of the rent payable for the Subjects or any part, (a) within twenty eight days of the granting of any such lease, sub-lease, licence, right or interest or any such review, an extract or certified copy of the completed and stamped lease, licence or other document evidencing the right of a third party to occupy the Subjects or any part, or the document recording the rent review.
11. The Borrower shall (i) ensure the due observance of all laws, statutes, statutory instruments, regulations and bye-laws for the time being in force and all notices, orders and requirements of any authority (statutory or otherwise) affecting the Subjects and carry out all works and give effect to all arrangements which any such authority may direct or recommend; and (ii) supply to the Bank (within seven days of receipt) copies of any notice, order or proposal received by the Borrower from any such authority or from any landlord or tenant (whether under any statute or otherwise) relating to the Subjects and punctually comply with such notice or order or (if so requested by the Bank) make or join with the Bank in making such objections or representations or taking such other steps as the Bank may think fit and any compensation received by the Borrower pursuant to any such notice, order or proposal shall be charged to the Bank and paid to it and applied in or towards the discharge of the Secured Obligations.

12. The Borrower shall (i) observe and comply with all laws, regulations or requirements of any appropriate regulatory body that relate to the pollution, conservation or protection of the environment ("Environmental Requirements") relative to the management, possession or occupation of the Subjects and shall apply for, and at all times comply with any permit, licence, consent or authorisation of any kind ("Environmental Licences") required to ensure compliance with Environmental Requirements insofar as relating to the Subjects or anything that is done on the Subjects; (ii) inform the Bank immediately in writing if the Borrower receives notice of any claim or any action being taken or threatened to be taken (including any action by any official body) in respect of any breach which it is asserted any party has committed of any Environmental Requirement or Environmental Licence or in respect of anything done or not done on the Subjects ("Environmental Claim") or if compliance with any Environmental Requirements or Environmental Licence is likely to require the Borrower to incur significant expenditure which may affect the Borrower's ability to perform the obligations imposed on it under this Standard Security; (iii) inform the Bank as soon as the Borrower becomes aware of any substance which is present upon or being emitted from the Subjects which might give rise to any Environmental Claim or have an adverse effect on the value or marketability of the Subjects; (iv) take or ensure that all necessary and lawful action is taken, to prevent any Environmental Claim and any such adverse effect on the Subjects; and (v) indemnify the Bank against all costs or losses, which it may incur as a result of any breach by the Borrower of any Environmental Requirements or Environmental Licences or as a result of any Environmental Claim arising (whether or not as a result of fault on the part of the Borrower) in relation to the Subjects.
13. Except as otherwise provided under the Facility Agreement (while the Facility Agreement is outstanding), the Bank may at any time and from time to time (following consultation with the Borrower) instruct at the expense of the Borrower an independent professional valuer selected by the Bank to determine the then open market value of the Subjects on the basis of the assumptions contained in the Guidance Notes for the Valuation of Assets prepared by the Royal Institute of Chartered Surveyors and on the assumption of a sale of the Subjects subject (where applicable) to the benefit and burden of any leases or on such other basis as the Bank may deem appropriate in the circumstances then prevailing and an independent environment investigator to provide a report on any potential contamination at the Subjects. If the Bank considers, in its sole opinion on the basis of such revaluation, that there has been a fall in the margin by which the estimated net realisable value of the Subjects (after repayment of any claims having priority to this security) exceeds the amount of the Secured Obligations, or that this security is no longer satisfactory to the Bank for any other reason, then the Bank may by notice in writing, at the option of the Bank require the Borrower to (i) pay to the Bank such part of the Secured Obligations as the Bank may direct to improve such security margin to its satisfaction; or (ii) provide additional security acceptable to the Bank to improve such security margin to the satisfaction of the Bank; or (iii) reduce the Secured Obligations and provide additional security acceptable to the Bank to secure the Secured Obligations then remaining. The Borrower shall take all steps required to comply with any notice served on it under this Clause within five working days of the date on which such notice is served.
14. In addition to the circumstances specified in Standard Condition 9, the Borrower shall be held to be in default on the happening of any of the following events, namely (i) the Borrower failing in

any respect to observe or perform any of the obligations on the part of the Borrower contained in this Standard Security; (ii) if the Borrower suffers any diligence to be levied on the Subjects or the Moveable Subjects (as after defined); (iii) if any statement on the part of the Borrower is found to have been untrue or inaccurate at the date on which the same was made; (iv) on the whole or any part of the Subjects being compulsorily acquired or requisitioned or becoming liable to be so acquired or requisitioned; and (v) on the Subjects being wholly or partly demolished, removed or damaged or in the opinion of the Bank suffering depreciation by neglect, mismanagement or any other cause.

15. In addition to the rights set out in Standard Condition 10, the Bank shall have the benefit of the following additional rights on default, namely (i) to enter upon the Subjects or any part and execute and contract for the execution of any development, reconstruction, improvement, repair and any structural or other alterations and additions of or to the Subjects in such manner as the Bank shall in its absolute discretion think proper; (ii) to receive the rents and profits and manage and deal with the Subjects and any business carried on in the Subjects in such manner as it shall in its absolute discretion think proper as if it were the beneficial owner; (iii) to make any exchange or arrangement as to boundaries with neighbouring proprietors or others; (iv) to redeem any standard security, charge or encumbrance against the Subjects or any part of it or to procure the transfer of any such standard security, charge or encumbrance to itself; and (v) to sever, remove, store, sell or otherwise deal with any plant, machinery, equipment, furniture or other corporeal moveable property in or upon the Subjects (whether attached or not) ("the Moveable Subjects") (subject to the Bank having given seven days' notice to the Borrower to remove the Moveable Subjects and it has not been removed within the seven day period) subject only to an obligation to account to the Borrower for any price received by the Bank for any of the Moveable Subjects net of the costs incurred by the Bank in selling or otherwise dealing with the Moveable Subjects, and the Bank shall not be liable for any loss or damage to the Borrower, and the Borrower shall indemnify the Bank against all losses and expenses incurred by the Bank in relation to the Moveable Subjects including any claims by third parties in relation to the removal or dealing by the Bank with any Moveable Subjects in which the said third parties have an interest.
16. If the Borrower fails to perform any of the obligations imposed upon it by this Standard Security the Bank may but is not obliged to take such steps as in its opinion may be required to remedy such failure including making any payment and for that purpose the Bank and its agents may enter upon the Subjects without being deemed to have entered into possession of the Subjects. Any sums expended by the Bank pursuant to this Standard Security shall be payable by the Borrower to the Bank on written demand by the Bank. All amounts payable under this Clause shall bear interest at any surcharge rate fixed by the Bank from time to time ("the Default Rate") from the date the same are incurred, computed and compounded monthly.
17. The Borrower agrees that (i) any monies from time to time standing to its credit on any account with the Bank or with any other company in the Bank's group may be retained as cover for and at any time, without notice to the Borrower, applied by the Bank in or towards payment or satisfaction of the Secured Obligations or to the credit of any other account nominated by the Bank as security for any contingent or future liability of the Borrower to the Bank and/or any other company in the Bank's group; (ii) the Bank may debit any account of the Borrower with the Bank or with any other company in the Bank's group with the whole or any part of any

amount due by the Borrower under this Standard Security whether any such account shall be overdrawn or may become overdrawn by reason of any such debit; and (iii) if the Bank exercises any right of set-off in respect of any liability of the Borrower and that liability or any part of it is in a different currency from any credit balance against which the Bank seeks to set it off, the Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Bank and to pay out of the credit balance all costs, charges and expenses incurred by the Bank in connection with that purchase.

18. The Borrower authorises the Bank to (i) appoint such accountants as it thinks fit to investigate and report to the Bank on the financial affairs of the Borrower and its subsidiaries at any time as the Bank thinks fit; (ii) redeem any mortgage, legal charge, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security having priority to the security granted in favour of the Bank or procure the transfer of such prior security to the Bank and (iii) disclose information about the Borrower, this Standard Security, the Subjects and the Secured Obligations to any party to whom the Bank has assigned or transferred or intends to assign or transfer its rights under this Standard Security, any other person if required by law to do so and any member of the Bank's group.
19. This Standard Security and the rights, powers, remedies and discretions conferred by this Standard Security shall not be discharged, impaired or otherwise affected by any legal limitation, disability, incapacity or other similar circumstance relating to the Borrower; or any act or omission which would not have discharged or affected the liability of the Borrower had it been principal debtor instead of guarantor or by anything done or omitted which but for this provision might operate to release the Borrower from its obligations in respect of the Secured Obligations.
20. This Standard Security and the rights, powers, remedies and discretions conferred by this Standard Security may be enforced or exercised without the Bank first having taken action or obtained decree against the Borrower, filed any claim to rank in the winding-up or liquidation of the Borrower or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise.
21. If the Bank receives or is deemed to have received notice of any subsequent standard security or other security affecting any part of the Subjects the Bank may open a new account or accounts for the Borrower in its books and if the Bank does not do so then, unless the Bank gives express written notice to the contrary to the Borrower, as from the time of receipt or deemed receipt of such notice by the Bank, all payments made by the Borrower to the Bank shall notwithstanding any appropriation by the Borrower to the contrary be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Obligations.
22. All money arising from the exercise of the powers of enforcement of this Standard Security shall be applied, after the discharge of all claims having priority to this Standard Security, in the following order, namely (i) in or towards the discharge of all unpaid interest comprised in the Secured Obligations, (ii) in or towards the discharge of all principal, costs and other sums comprised in the Secured Obligations and (iii) in payment of any surplus to the Borrower or

other person entitled to it. Provided that the Bank may elect (if it thinks fit) that all or part of the said principal, costs and other sums shall be discharged before the said unpaid interest without prejudice to its right to receive the full amount which it would have been entitled to receive if the above order of payment had been observed. The Bank may (without prejudice to any other rights it may have) at any time and from time to time place and keep for such time as it thinks prudent any money received recovered or realised under or by virtue of this security on a separate or suspense account to the credit of either of the Borrower or of the Bank as the Bank thinks fit without any intermediate obligation on the Bank's part to apply the same or any part of it in or towards the discharge of any money or liabilities or other sums hereby secured. As between the Bank and the Borrower the Bank shall have the primary right of appropriation and accordingly the Bank shall have power to appropriate all moneys paid to the Bank for the credit of the Borrower to such account or accounts and toward such capital or interest or otherwise as the Bank shall in its discretion think fit.

23. No assurance, security or payment which may be restored or otherwise avoided in whole or in part under any enactment or at common law and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment shall prejudice or affect the right of the Bank to enforce this Standard Security to the full extent of the Secured Obligations.
24. No failure on the part of the Bank to exercise and no delay on the part of the Bank in exercising any right or remedy under this Standard Security will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
25. Any waiver and any consent by the Bank under this Standard Security must be in writing to be effective and may be given subject to such conditions as the Bank thinks fit.
26. Each provision of this Standard Security will be valid and enforceable to the fullest extent permitted by law. If any provision of this Standard Security shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions will not in any way be affected. The invalid and unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Bank consents in writing to such modification.
27. The Borrower irrevocably appoints the Bank as attorney with full power to delegate for the Borrower and on its behalf and in its name and as its act and Standard Security or otherwise to execute and deliver any document or any alteration or addition or deletion to any document which such attorney requires or deems proper in relation to this Standard Security. The Borrower hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Bank the actions of the Bank as attorney.
28. The Bank may convert any monies received under this Standard Security from their existing currency of denomination into such other currency or denomination as the Bank may think fit. Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
29. The Bank may assign or otherwise dispose of in whole or in part all or any of its rights under this Standard Security to any person.

30. Any demand, notice or other communication under this Standard Security (other than any Notices of Default or Calling-up Notices which shall be served in accordance with Sections 19 and 21, respectively, of the Conveyancing and Feudal Reform (Scotland) Act 1970) must be made in writing and must be delivered in person or sent by first class recorded delivery post (or the equivalent in the jurisdiction from which the demand, notice or other communication is sent, if sent from outwith the United Kingdom) to the Borrower's registered office or delivered or sent to such other address or fax number, notice of which has been given to and received by the issuer of the demand, notice or other communication in accordance with the provisions of this Clause. Any such demand, notice or other communication (other than any Notice of Default or Calling-up Notice) will be deemed to be received upon delivery if delivered or at noon (Greenwich Mean Time) two working days (or seven working days if sent to or from a place outwith the United Kingdom) after posting if sent by post; and at the time shown in the relevant transmission report for the complete fax if sent by fax. If a demand, notice or other communication is deemed received after 5 pm in the place of receipt or on a non-working day it will be deemed to have been received at 9 am on the next working day for the purposes of this Standard Security.

And the parties hereto for their respective interests hereby agree to be bound by the Standard Conditions as so varied; And the Borrower grants warrandice excepting any leases referred to in Part III of the said Schedule; But the security hereby granted is subject to any securities referred to in Part II of the said Schedule; And the parties hereby consent to registration hereof and of any such account or certificate as aforesaid for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding nine pages together with the Schedule annexed hereto are subscribed as follows:

Subscribed for and on behalf of MILLER LOCHSIDE VIEW LIMITED

At *EDINBURGH*

On *22<sup>nd</sup> DECEMBER 2014*

By

..... Director  
*ANDREW SUTHERLAND* Full Name

In the presence of this witness:

..... Witness  
*MALCOLM PETER RENNIE* Full Name  
*c/o MILLER HOUSE* Address  
*LOCHSIDE VIEW, EDINBURGH*

NB: Please remember to execute the last page of the Schedule



**C/M/S/**

Law.Tax

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY  
MILLER LOCHSIDE VIEW LIMITED IN FAVOUR OF AIB GROUP (UK) P.L.C.**

**SCHEDULE**

**PART I**

**THE SUBJECTS**

ALL and WHOLE the subjects known as Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH being the subjects registered in the Land Register of Scotland under Title Number MID71797

**PART II**

**OTHER SECURITIES**

None

**PART III****LEASES**

Lease between the Borrower and Miller Construction (UK) Limited dated 13 January 2005 as amended/supplemented by (i) Minute of Extension of Lease between the Borrower and Miller Construction (UK) Limited dated 29 June 2012 (ii) Assignment by Miller Construction (UK) Limited in favour of Miller Group Holdings (UK) Limited (with consent of the Borrower) dated 24 & 30 September 2014 and (iii) Minute of Variation and Partial Renunciation between the Borrower and Miller Group Holdings (UK) Limited dated 30 September 2014;

Lease between the Borrower and Miller Homes Limited dated 13 January 2005 as amended/supplemented by (i) Minute of Extension of Lease between the Borrower and Miller Homes Limited dated 29 June 2012 (ii) Minute of Variation between the Borrower and Miller Homes Limited dated 22 September and 30 September 2014;

Lease between the Borrower and Miller Developments Limited dated 13 January 2005 as amended/supplemented by (i) Minute of Extension of Lease between the Borrower and Miller Developments Limited dated 29 June 2012;

Sub-Lease between Miller Construction (UK) Limited and The Royal Society for the Protection of Birds dated 10 November 2010 and 31 January 2011 as amended/supplemented by (i) Licence for Works Agreement between Miller Construction (UK) Limited and The Royal Society for the Protection of Birds dated 15 & 16 December 2010 and 31 January 2011 (ii) Back Letter by Miller Construction (UK) Limited to The Royal Society for the Protection of Birds dated 10 January 2010;

Sub-Lease between Miller Development Limited and Miller Construction (UK) Limited dated 3 April 2014 as amended/ supplemented by Irritancy Protection Agreement between the Borrower and Miller Construction (UK) Limited dated 3 April 2014



..... Director