In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

IRIS Laserform

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

You can use the WebFiling Please go to www.companie

WEDNESDAY

S28EGU1C
SCT 15/05/2013 #19
COMPANIES HOUSE

✓ **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 t register a charge where the instrument. Use form MR08

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.

For official use: 1 5

1 Company details

Company number: S C 2 7 6 9 6 4

Company name in full: Manorview Hotels Limited

→ **Filling 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: d0 d2 m0 m5 y2 y0 y1 y3

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: Barclays Bank plc

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 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

Castlehill, Bowfield Road, Howwood, Johnstone, PA9 1DB

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.

[✓] **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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

[✓] **Yes**

☐ **No**

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Particulars of a charge

8 Trustee statement ❶

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.

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X PARTNER FOR TODS MURRY LLP X

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

MR01
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 RMM.PAD.B0190.1401

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000

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: 276964

Charge code: SC27 6964 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd May 2013 and created by MANORVIEW HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2013.

Given at Companies House, Edinburgh on 16th May 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EDINBURGH 15 / 5 / 2013
CERTIFIED A TRUE COPY, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006

FOR TODS MURRAY LLP

Standard Security

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

In this deed the expressions set out below shall have the meanings and effect respectively set opposite to them.

Borrower:	**MANORVIEW HOTELS LIMITED** (Company Number SC276964) having their Registered Office at The Office Bowfield Road, Howwood, Johnstone, Renfrewshire, United Kingdom PA9 1DZ Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally.
Bank:	**BARCLAYS BANK PLC** (Company Number 01026167) having their Registered Office at One Churchill Place, London, E14 5HP
Property:	The heritable subjects known as Castlehill, Bowfield Road, Howwood, Johnstone PA9 1DB being the subjects more particularly described below.

The Borrower undertakes to pay to the Bank all sums due and that may become due to the Bank by virtue of any loan, advance, facility or otherwise made or about to be made by the bank to the Borrower and all other sums and/or obligations due or that may become due by the Borrower to the Bank in respect of (i) all loans (including any additional loans or re-advances) made or which may hereafter be made by the Bank to the Borrower whether on a recurring account or by way of any Bank facility, (ii) all other obligations due or which may become due by the Borrower to the Bank in any manner; For which the Borrower grants a Standard Security in favour of the Bank over ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number REN102118 being (FIRST) ALL and WHOLE the subjects known as and described as Castlehill, Bowfield Road, Howwood, Johnstone, which subjects have been registered under Title Number REN102118 since 8 May Two thousand; and (SECOND) the subjects in the course of registration in the Land Register also under Title Number REN102118 being ALL and WHOLE that plot or area of ground extending to fifteen acres and seventy three decimal or one hundredth parts of an acres or thereby lying at Lands of Bowfield, Howwood in the Parish of Lochwinnoch and County of Renfrew which plot or area of ground is more particularly described in and disponed by and shown outlined in red on the plan annexed and executed as relative to Disposition by Alistair Ramsey Campbell and others in favour of Bowfield Leisure Services Limited dated 20 January 1988 and recorded in the Division of the General Register of Sasines for the County of Renfrew on 29 January 1988 but excepting therefrom (One) ALL and WHOLE that plot or area of ground in the said Parish and County shown coloured blue on the plan annexed

and executed as relative to Disposition by Robert Campbell and another in favour of Alistair Ramsey Campbell and others dated 12 January 1981 and recorded in the said Division of the General Register of Sasines on 10 August 1982; and (Two) ALL and WHOLE that area of ground behind 2 High Cottage, Bowfield Road, Howwood, Johnstone PA9 1DB being the subjects registered in the Land Register of Scotland under Title Number REN106265; Together with by way of inclusion and not exception (One) the buildings and others known as and forming Bowfield Country Club and all other buildings and erections thereon (Two) the whole fittings and fixtures therein and thereon and (Three) the whole parts privileges and pertinents thereof.

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall apply; And the Borrower agrees and undertakes the following obligations which, where they can vary the Standard Conditions, the Standard Conditions shall be varied as follows:

1 The Parties

a) The expressions the "Borrower" and the "Bank" shall where the context admits include their respective successors, representatives and assignees.

b) Where two or more persons are included in the expression "Borrower" then:

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

ii) Each reference to "Borrower" is a reference to all persons included in the meaning of each such expression and also each of such persons separately.

c) Where any person included in the expression "Borrower" is a partnership, each person who is or becomes a partner of that partnership at any time will be liable jointly and severally with each other and with each other person included in the expression "Borrower" for all the obligations imposed on the Borrower in this Standard Security.

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

e) For the purposes of Standard Condition 9(1)(c) the insolvency of any person or persons included in the expression "Borrower" will constitute insolvency of the Borrower.

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

g) "Person" includes an individual, company, limited liability partnership, joint venture, society or an unincorporated association, organisation or body of persons (including a trust and a partnership) and any Government or Governmental Agency and reference to a person shall include that person's successors and assignees or any person to whom any assets of that person are transferred or passed as a result of a merger, division, reconstruction or other reorganisation. If that person is a partnership those references shall include each of the persons who is or becomes a partner of the partnership at any time, irrespective of whether that partnership will at any time be dissolved or reconstituted or will be the subject of any change in its name or constitution.

2 Insurance

2.1 The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value (as to which the Bank shall be the sole judge, acting reasonably) of the Security Subjects (and not their market value) plus an additional 12.5% of the reinstatement value to pay for debris removal and professional fees incurred in any rebuilding and the insurance shall be against loss or damage by fire, explosion, storm, tempest, aircraft and articles dropped from aircrafts and where appropriate two years loss of rent and shall be with reputable insurers.

2.2 The insurance cover must come into force on the date this Standard Security is granted.

2.3 The Borrower must ensure the Bank's interest is noted on the policy as heritable creditor primo loco by the insurer and that the Bank is named as loss payee. At the Bank's request the Borrower must immediately arrange for the policy to be put into the joint names of the Bank and the Borrower and/or transfer to the Bank the whole benefit of the policy.

2.4 The Borrower must comply with all undertakings and obligations as to the insurance of the security subjects imposed by the title deeds or title sheet of the security subjects.

2.5 If the terms of any title condition, real burden or obligation make someone else responsible for arranging buildings insurance on the security subjects or require the said insurance to be effected on a common policy the Borrower need not arrange separate cover. But the Borrower is then responsible for making sure that:

a) The cover is for the full reinstatement or replacement value (including cover for debris removal and professional fees); if the cover is inadequate the Borrower must arrange supplementary cover.

b) The cover is for the whole building in which the Security Subjects are situated.

c) Any money claimed under the Policy will be used to restore the building and fixtures, and that the policyholder will be responsible for paying any shortfall out of their own pocket.

d) The Policy notes the Borrower's rights and the Bank's rights as heritable creditor, and

e) If the Bank asks to see them the Borrower can show the Bank a copy of the Policy and proof that the premiums are paid to date.

2.6 The Bank has a right to arrange the Policy for the Borrower. If the Bank does so the Bank will insure the Security Subjects for the full reinstatement value plus 12.5% or such other sum as is considered reasonable by the Bank.

2.7 The Borrower must pay all insurance premiums on time. The Borrower must show to the Bank the Policy or a copy of the Policy and the receipts for the premium payments if the Bank asks to see them. If the Borrower fails to do this the Bank may arrange or renew at the Borrower's expense any insurance which the Bank considers appropriate. The Borrower will repay to the Bank on demand the cost of any such re-arranged insurance. The Bank will be entitled at its discretion to debit any account of the Borrower with the Bank with the amount of the cost of any such insurance and the interest on that cost.

2.8 If the Borrower arranges the Policy and the Borrower makes any claim on it any money the Borrower receives must be used for or put towards the replacement, restoration or reinstatement of the damaged or destroyed property in respect of which the monies have been paid and to the mitigation of any other loss or damage or, if required by the Bank, in or towards payment or repayment of any sums due to the Bank by the Borrower in terms of this Standard Security.

2.9 The Borrower will inform the Bank and the relevant insurer in writing immediately if:

a) Any part of the Security Subjects is damaged or destroyed; or

b) The Borrower leaves or intends to leave any part of the Security Subjects vacant for a period of more than twenty eight days.

And will pay any increased premium necessary to maintain the insurance cover specified in terms of this Standard Security.

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

2.11 Nothing shall be done on these Security Subjects which may prejudicially affect the insurance or which may increase the premium payable and/or any such insurance without the consent of the Bank in writing.

3 Other Securities and Dealings with the Security Subjects

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

a) create or agree to create or purport to create any subsequent security over the Security Subjects.

b) Sell, offer to sell or agree to sell or convey or dispose of (otherwise than by Will or other mortis causa deed) any interest in the Security Subjects whether subject to this Standard Security or not.

c) Alter or permit any alteration in the use of the Security Subjects.

d) Part with the occupation of the whole or any part of the Security Subjects.

e) Make or allow to be made any alteration or addition whether structural, external, internal or otherwise to any part of the Security Subjects.

f) Destroy or damage in any way or by any means lessen to any material extent the value of any part of the Security Subjects by reason of any physical activity or action or use made of the Security Subjects.

g) Grant any servitude, wayleave or create any real condition or burden or any other subsidiary right or knowingly permit the creation of any servitude, wayleave, real condition, burden or other right upon or affecting the Security Subjects.

h) Lease, sub-lease or grant any tenancy or licence to occupy the whole or any part of the Security Subjects. In the event of any lease or other occupancy right being granted by the Borrower with or without the consent of the Bank the Borrower will:

   i) Perform all its obligations as landlord or licensor in respect of any such lease, sub-lease, tenancy or licence;

   ii) Enforce performance by the tenants or licensees of their whole obligations under any such lease, sub-lease, tenancy or licence.

   iii) Not permit any release, renunciation or surrender or allow any variation of any such lease, sub-lease, tenancy or licence.

   iv) Implement all rent reviews properly and efficiently in the best interests of the Borrower as landlord or licensor in respect of any such lease, sub-lease, tenancy or licence; and

   v) Supply on demand any information relating to any such lease, sub-lease, tenancy or licence which the Bank may require.

3.2 The Borrower shall, so long as the Standard Security remains in force:

a) Maintain the Security Subjects in a good and substantial state of repair and, where appropriate, in good working order and condition fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and where necessary rebuild, renew and repair the whole or any part of the Security Subjects where necessary.

b) Comply with any law or regulation (including those under the Town & Country Planning (Scotland) Act 1997 and any other Act or Acts in force from time to time relating to planning matters or building control matters.

c) Replace any fixtures removed from the Security Subjects with ones of the same or greater value and quality.

d) Comply with the terms of any planning consent applicable to the Security Subjects and produce to the Bank any planning permission and relative plans and specifications relating to any development.

e) Indemnify the Bank against any loss or claims resulting from breach of any of the foregoing.

f) Notify the Bank in writing immediately upon each occasion that the Borrower becomes aware that any notice or order or any proposal for a notice or order has been issued in relation to any part of the Security Subjects or any neighbouring premises in connection with any law or proposed use or development including any application under the Town & Country Planning (Scotland) Act 1997 or any Act replacing or amending the same.

4 Assignation and Power of Attorney

4.1 The Borrower assigns to the Bank in further security of the Borrower's obligations the benefit of any agreement or undertaking or any right or remedy relating to the Security Subjects including the benefit of any agreement entered into with the National House Building Council in respect of the Security Subjects and the benefit of membership of any residents' association or society or management company relating to the Security Subjects including the Borrower's whole rights and remedies against any tenant in respect of the Security Subjects and against any guarantor of any such tenant's obligations.

4.2 The Borrower irrevocably appoints the Bank as its attorney to grant or deal with:

a) Any additional assignation necessary to achieve the assignation of any or all of the rights, claims, benefits and remedies referred to in clause 4.1.

b) The intimation of any assignation of any such rights, claims, benefits or remedies to the Bank.

c) The performance in the Borrower's name of any obligations of the Borrower in terms of this Standard Security which the Borrower has failed to perform.

d) Any permission, approval or other authorisation under the Town & County Planning (Scotland) Act 1997 and building regulations or any Act or regulations amending or replacing the same.

e) The exercise of any right or the giving of any notice or counter notice concerning the Security Subjects which the Borrower could exercise or give by or under any statute, regulations, agreement, lease or any other document, contract or obligation relating to the Security Subjects.

f) The transfer of any share or membership of any residents' association, society or other management company to any person to whom the Bank has sold or otherwise transferred the Security Subjects or any part thereof in exercise of its power of sale or to whom this Standard Security has been assigned and to receive any consideration paid therefor.

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

4.3 The Borrower agrees to ratify and will ratify everything purported to be done as its attorney by the Bank.

5 Fixtures, Fittings and Moveables

5.1 The Bank, upon entry into possession of the Security Subjects, shall become the agent of the Borrower with authority at the expense of the Borrower to remove, store, preserve, sell or otherwise dispose of any fittings, fixtures or other moveable property in or upon the Security Subjects which the Borrower shall have refused or omitted to remove from the Security Subjects in such manner as the Bank may think fit.

5.2 The Bank may apply any price received in respect of any sale of such fittings, fixtures or other moveable items after the deduction of the expense of sale in reduction of any of the Borrower's obligations.

5.3 The Bank will not be obliged to act as the Borrower's agent in relation to the sale or disposal of any fittings, fixtures or other moveable items.

6 Default

6.1 Standard Condition 9 will be varied so that in addition to the circumstances set out in that Standard Condition the Borrower will also be in default:

a) If any of the Borrower's obligations being due and payable or due to be performed on demand or on the occurrence of any event, is not paid or performed on such demand being made.

b) If any diligence, sequestration for rent or other execution is levied against the Security Subjects or any part thereof or any moveable property thereon.

c) If the Borrower is in breach of any agreement between it and the Bank or any event has occurred under such agreement, whereby that agreement will be terminated by the Bank.

6.2 Where the Bank becomes entitled in accordance with Standard Condition 9 as varied by the above to enter into possession of the Security Subjects then:

a) The Bank may serve notice on the Borrower requiring it to vacate the Security Subjects in so far as occupied by the Borrower, family or servants and shall give the Bank immediate possession thereof on the expiry of the period seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Borrower at its last know address given at any time after the Bank shall have become entitled to enter into possession of the Security Subjects and the Borrower agrees that a warrant of summary ejection may competently proceed against it in the relevant Sheriff Court.

b) The Bank will be entitled to sever and remove and sell or otherwise dispose of separately or together with the rest of the Security Subjects all or any fittings and fixtures comprised in the Security Subjects.

c) Where any lease or tenancy or other right of occupancy has been granted of the whole or any part of the Security Subjects the Bank may:

i) Sell or assign any such lease, tenancy or other right of occupancy.

ii) Accept a renunciation of any such lease, tenancy or other right of occupancy.

iii) Terminate or vary any such lease, tenancy or other right of occupancy.

iv) Operate any rent review under any such lease, tenancy or right of occupancy.

d) The Bank will be entitled to effect and renew any insurances in respect of the Security Subjects.

e) The Bank will be entitled to redeem or arrange for the transfer to the Bank of any standard security, charge or encumbrance affecting the Security Subjects.

f) The Bank will be entitled to exchange or rearrange boundaries with neighbouring proprietors in such way as it considers appropriate.

g) If the Bank has entered into possession of the Security Subjects the Bank will be entitled to surrender possession of the Security Subjects at any time by serving notice on the Borrower at the last known address of the Borrower or where the Borrower's address is not known by edictal service or where the Borrower is known

to the Bank to be insolvent on any relevant trustee in sequestration, receiver, administrator, administrative receiver or liquidator after which the Bank will not be regarded as being in possession of the Security Subjects for any purpose and the Bank will not be responsible to the Borrower for any loss or damage.

7 Continuing Security

7.1 The Borrower agrees that:

a) The Security created by the Standard Security will be a continuing security in respect of each of the Borrower's obligations and any and all other sums owing to the Bank secured by the Standard Security at any time will not be affected by any fluctuations on the balance of any sums comprised in the Borrower's obligations or by the existence at any time of a nil or credit balance or any current or other account.

b) The security created by the Standard Security is in addition to and will not merge with or prejudice or affect any other security or any guarantee which the Bank holds now or in the future for the Borrower's obligations.

c) The Bank will be entitled at any time to sell, dispose of, surrender or abandon all or any part of any such other security or guarantee referred to in the preceding sub-paragraph or the shares of property to which they relate without in any way affecting the security created by the Standard Security or releasing any of the Borrower's obligations.

d) None of the Borrower's obligations will be reduced, discharged or otherwise affected by the Bank granting to the Borrower or to any other person or persons at any time, any waiver or concession or compounding with the Borrower or any other person or persons, acceding to trust deeds (protected or unprotected) or drawing dividends, whether or not any notice is given to the Borrower or any other person concerned.

e) If the Bank receives intimation of any subsequent charge or security affecting all or any part of the Security Subjects the Bank may open up a new account or accounts for the Borrower. If the Bank does not open a new account then unless the Bank gives express written notice to the contrary to the Borrower the Bank will nevertheless be treated as if it had done so at the time when it received such intimation and as from that time all payments made by or on behalf of the Borrower to the Bank will be credited or treated as having been credited to such new account or accounts and will not operate to reduce the amount due from the Borrower to the Bank at the time when it receives such intimation.

f) Receipt by the Bank of any sums paid in respect of the Borrower's obligations will not reduce the Borrower's obligations unless the Bank confirms in writing to the Borrower that the Borrower's obligations are so reduced. The Bank may place any

amounts received under or in relation to the Standard Security to the credit of a suspense account. Those amounts may be kept there until such time as the Bank decides to apply them in or towards satisfaction of any of the Borrower's obligations.

8 Fees, Costs, etc.

8.1 Any expenses duly incurred by the Bank in connection with this Standard Security will be part of the Borrower's obligations.

8.2 If any payment made by the Bank under the Standard Security includes an amount in respect of Value Added Tax, or if any payment due to the Bank under the Standard Security shall be in reimbursement of any expenditure by or on behalf of the Bank which includes an amount in respect of Value Added Tax then such amount will be payable by the Borrower to the Bank on demand.

8.3 The Borrower agrees to pay fees charged by the Bank for the time spent by the Bank's officers, employees or agents in dealing with any matter relating to this Standard Security. Such fees will be payable at such rate as may be reasonably specified by the Bank.

9 Conclusive Evidence Certificates

9.1 Any notice given by the Bank specifying the amount of all or part of the Borrower's obligations at any time will be conclusive and binding on the Borrower for all purposes (save for manifest error). The amount to be specified by the Bank may be calculated by the Bank on the assumption that all of the Borrower's obligations are then due and payable.

10 Payment without Deduction

10.1 All payments to be made by the Borrower under the Standard Security will be made without any set-off, retention, compensation, condition or counter claim and free and clear of any deductions or withholdings of whatever nature.

11 Transfers

11.1 The Bank may assign this Standard Security to any other bank or person and may disclose to such bank or person such information concerning the financial affairs of the Borrower as the Bank in its absolute discretion considers appropriate.

11.2 Each of the Bank's rights in relation to the Standard Security is freely and separately assignable and transferable by the Bank. On request by the Bank the Borrower will immediately sign and deliver to the Bank any form of instrument required by the Bank to confirm or facilitate any such assignation and/or transfer.

12 Notices

12.1 Any notice under this Standard Security will not be effective unless it is in writing and in English.

12.2 Any notice by the Bank may, but does not need, to bear the signature of an officer, authorised signatory or agent of the Bank. Any such signature which is reproduced automatically or mechanically or digitally will be equally effective as one written by the signatory.

12.3 Any notice or demand by the Bank hereunder shall be deemed to have been sufficiently given or made if sent:

a) By hand or prepaid letter post to the address stated herein of the Borrower or the address of the Borrower last known to the Bank or the Registered Office of the Borrower.

b) By telex or facsimile to the last known telex or facsimile number relating to any such address or office.

12.4 Any such notice or demand given or made under clause 12.3 shall be deemed to have been served on the Borrower:

a) At the time of delivery to the address referred to in 12.3(a) if sent by hand.

b) At the earlier of the time of delivery or 10.00 a.m. on the day after posting (or if the day after posting be a Sunday or any other day upon which no delivery of letters is made at the earlier of the time of delivery or 10.00 a.m. on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter.

c) At the time of transmission if sent by telex or facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order), or

d) On the expiry of 72 hours from the time of despatch in any other case.

12.5 If there are any circumstances (not caused by the Borrower) which mean that any notice sent by post or facsimile cannot reasonably be expected to arrive by the time it would be treated as served the time of service will be rescheduled to the time when the sender considers it appropriate.

12.6 The Borrower will not attempt to prevent delay or evade the service of any such notice.

12.7 In order to be valid any notice given by the Borrower (which may not be given by facsimile or email) must be received by the Bank (and if not received between 9.00 a.m. and 5.00 p.m. on a working day such notice will be deemed to have been received when 9.00 a.m. next occurs on a working day).

12.8 Nothing in this clause 12 applies to service by the Bank of any calling up notice or notice of default or other statutory notice the requirements for which will be as stated in the Conveyancing and Feudal Reform (Scotland) Act 1970, the Mortgage Rights (Scotland) Act 2001 (each as amended from time to time or replaced by any other Act.

13 Consumer Credit Act 1974

13.1 The Borrower's obligations will not include any sums or obligations due by the Borrower to the Bank under a regulated agreement within the meaning of the Consumer Credit Act 1974 "the 1974 Act" unless any such agreement provides for it to be secured by this Standard Security or is a debtor-creditor agreement in terms of the 1974 Act for the Borrower to overdraw a current account.

And the Borrower grants warrandice; And the Borrower consents to registration hereof and any certificate referred to in Clause 9 above for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages are executed by the Borrower as follows:-

SUBSCRIBED for and on behalf of
MANORVIEW HOTELS LIMITED

at Glasgow

on 27th March 2013

by

...STEVE MICHAEL GRAHAM.
Director
(Print full name)

[redacted]
Director
(Signature)

Before this witness:

..... [redacted] .....
(Signature)

FERGUS McDIARMID.....
(Print full name)

145 St Vincent Street.....
Glasgow G2 5JF.....
(Address)

Scoufield

STANDARD SECURITY

by

in favour of

Barclays Bank PLC

SOLICITORS: .....

ACCOUNT NUMBER:

.....

.....

DATED:

.....

RECORDED:

.....

SUBJECTS: