



**Registration of a Charge**

Company name: **POLLOCK HOLDINGS LIMITED**

Company number: **SC516446**



X8F394BE

Received for Electronic Filing: **30/09/2019**

---

**Details of Charge**

Date of creation: **27/09/2019**

Charge code: **SC51 6446 0003**

Persons entitled: **CLOSE INVOICE FINANCE LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 10 BLACKBURN ROAD, BATHGATE, EH48 2EY, BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN823**

**Contains negative pledge.**

---

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

---

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**MORTON FRASER LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 516446

Charge code: SC51 6446 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th September 2019 and created by POLLOCK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2019 .

Given at Companies House, Edinburgh on 1st October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

STANDARD SECURITY

by

POLLOCK HOLDINGS LIMITED

in favour of

CLOSE INVOICE FINANCE LIMITED

Property: 10 Blackburn Road,  
Bathgate (Title Number: WLN823)

2019

AM14/BW2/19395/00165

**MORTON FRASER**   
LAWYERS

## **Table of Contents**

1	Payment Obligation	1
2	Charging Provision	1
3	Application of Standard Conditions	1
4	Insurance	1
5	Negative Pledge	3
6	Undertakings	3
7	Representation and Warranties	5
8	Protection of Security	5
9	Enforcement	7
10	Application of Security Proceeds	7
11	New Accounts	7
12	Cost and Expenses	8
13	Set-off	8
14	Power of Attorney	8
15	Indemnity	8
16	Investigations	9
17	Notices	9
18	Further Assurance	9
19	Warrandice	10
20	Miscellaneous	10
21	Definitions	10
22	Registration	12

**IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document.**

## **STANDARD SECURITY**

This **STANDARD SECURITY** is made by:-

- (1) **POLLOCK HOLDINGS LIMITED** (Company Number SC516446), and having its registered office at 10 Blackburn Road, Bathgate, West Lothian, EH48 2EY ("**Company**");

in favour of

- (2) **CLOSE INVOICE FINANCE LIMITED** (Company Number 935949), and having its registered office at 10 Crown Place, London, EC2A 4FT ("**Close**").

The Company hereby agrees and undertakes as follows:-

Definitions are given in Clause 21.

### **1 Payment Obligation**

1.1 The Company shall on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.

1.2 If the Company shall fail to pay any amount under this Standard Security when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to Close.

### **2 Charging Provision**

The Company grants a standard security over the Charged Property to Close as a continuing security for the payment or discharge of the Secured Liabilities.

### **3 Application of Standard Conditions**

This Standard Conditions shall apply as varied in accordance with the conditions in this Standard Security.

### **4 Insurance**

4.1 The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

4.2 The Company shall:-

4.2.1 effect and maintain insurances at its own expense in respect of the Property with insurers previously approved by Close in writing. Such insurances shall:

4.2.1.1 provide cover against (A) loss or damage by fire (B) all risks which are normally insured against by other prudent companies owning or possessing similar assets and carrying on similar businesses and (C) all other risks which Close may from time to time specify and providing for architects' and surveyors' fees, demolition costs and the costs of shoring up and three years' loss of rent, in each case subject to automatic index adjustment;

- 4.2.1.2 be in such amounts as would in the circumstances be prudent for such companies and shall include an entitlement to receive the full replacement value from time to time of the Property destroyed or otherwise becoming a total loss; and
- 4.2.1.3 have Close named as joint insured and sole first loss payee.
- 4.2.1.4 Ensure that the insurances to be effected in terms of this Clause 4 are on such terms and contain such clauses as Close may reasonably require and in particular, but without limitation, on terms that the relevant insurer will inform Close:
  - 4.2.1.4.1 of any cancellation, alteration, termination or expiry of the said insurances at least 30 days before it is due to take effect;
  - 4.2.1.4.2 of any default in the payment of any premium or failure to renew the said insurances at least 30 days before the renewal date;
  - 4.2.1.4.3 of any act, omission or event of which the insurer has knowledge which may make the insurance void, voidable or unenforceable (in whole or in part).
- 4.2.1.5 promptly pay all premiums relating to the said insurances;
- 4.2.1.6 supply to Close immediately upon issue a copy of the said insurance policy documents, together with the current premium receipts relating to them; and
- 4.2.1.7 not do or permit to be done or omit to do anything which may render any such insurances void, voidable or enforceable (in whole or in part) and will not vary, amend or terminate the said insurance policies.
- 4.2.2 If at any time the Company defaults in effecting or keeping up the insurances, or in producing any insurance policy or premium receipts to Close on demand, Close may take out or renew such policies of insurance in any sum which Close may reasonably think expedient. All monies which are expended by Close in doing so shall be deemed to be properly paid by Close and shall be reimbursed by the Company on demand by Close.
- 4.2.3 In relation to the proceeds of the insurances:-
  - 4.2.3.1 the Company shall notify Close if any claim arises or may be made under the insurances; and
  - 4.2.3.2 Close shall have the sole right to settle or sue for any such claim and give any discharge for insurance monies,

and all claims and monies received or receivable under the insurances must (subject to the rights or claims of any lessor or landlord of the Property) be applied in repairing, replacing, restoring or rebuilding the Property (after the occurrence of any event specified in Clause 9 which is continuing) in repayment of the Secured Liabilities in such order as Close see fit.

## **5 Negative Pledge**

- 5.1 The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Standard Security any other fixed security or any floating charge over the Charged Property or any part or parts of it, other than in favour of Close or in favour of another person and with the prior written consent of Close.
- 5.2 This Standard Security shall rank in priority to any floating charge granted by the Company in favour of Close (whether before or after the date of this Standard Security).
- 5.3 In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in Clause 5.1 or with the consent of Close under Clause 5.1 but with no written agreement of Close as to the ranking of them, this Standard Security shall rank in priority to that fixed security or floating charge.

## **6 Undertakings**

- 6.1 The Company shall not without the prior written consent of Close:-
  - 6.1.1 sell, transfer, assign, factor, lease, licence or otherwise dispose of all or any part of the Property or its interest in it;
  - 6.1.2 grant any lease of, part with possession or share occupation of, the whole or any part of the Property or confer on any person:
    - 6.1.2.1 any lease or tenancy of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
    - 6.1.2.2 any right or licence to occupy any land or buildings forming part of the Property; or
    - 6.1.2.3 any consent to assign or sub-let any part of the Property;
  - 6.1.3 vary, surrender, cancel or dispose of, or permit to be irritated or forfeit, any leasehold interest in the Property;
  - 6.1.4 make any structural or material alteration to or to the user of the Charged Property or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulation made under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of the Property or on the marketability of the Property;
  - 6.1.5 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of the Charged Property.
- 6.2 The Company shall:-



- 6.2.1 maintain all buildings and erections, fixed plant and machinery, fixtures, fittings and other effects forming part of the Property in a good state of repair, usual wear and tear accepted;
- 6.2.2 not sever, unfix or remove any fixed plant and machinery or other fixtures or fittings from the Property without Close's prior written consent;
- 6.2.3 permit Close and any person nominated by Close at all reasonable times with reasonable notice (or at any time following the occurrence of an event specified in Clause 9) to enter any part of the Property or view the state of it;
- 6.2.4 at all times comply with the terms of this Standard Security and of all agreements relating to the Secured Liabilities;
- 6.2.5 comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental law, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- 6.2.6 promptly upon request by Close deposit with Close all deeds, certificates and documents of title relating to the Property or any part of it and all policies of insurance and assurance;
- 6.2.7 promptly pay or cause to be paid and indemnify Close against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of the Property (or any part of it) or by the owner or occupier of it;
- 6.2.8 notify Close immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company;
- 6.2.9 notify Close immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company; and
- 6.2.10 maintain its centre of main interests (COMI), for the purposes of the Council Regulations (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom.

## **7 Representation and Warranties**

The Company represents and warrants to Close that:-

- 7.1 it has the power and authority to grant this Standard Security and to perform its obligations hereunder;
- 7.2 it has taken all necessary corporate action to authorise the exercise and delivery of this Standard Security and to authorise the performance of its obligations hereunder;
- 7.3 this Standard Security constitutes a valid, binding and enforceable obligation of the Company;

- 7.4 neither the granting of this Standard Security by the Company nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which the Company is a party or by which it is bound nor will it cause any limitation of any of the powers of the Company however imposed or the right or ability of the directors to exercise any of such powers to be exceeded; and
- 7.5 all authorisations required for the entry into, performance, validity and enforceability of this Standard Security by the Company and for the conduct of its business have been obtained and are in full force and effect.

## 8 Protection of Security

### 8.1 The Company agrees that:-

- 8.1.1 this Standard Security is and shall be in addition and without prejudice to any other security or rights which Close holds or may hold in respect of all or any of the Secured Liabilities;
- 8.1.2 Close may give time for payment of any negotiable instrument, bill of exchange, promissory note or other security discounted for or received by Close on the Company's account or on which the Company shall or may be liable in any capacity to any party without in any manner affecting this Standard Security or releasing the Company from it; and
- 8.1.3 Close may at the expense of the Company effect or renew any insurance as Close may see fit, debiting the cost of such insurance to any account in the name of the Company with Close.

### 8.2 This Standard Security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

### 8.3 Close shall be entitled, at its sole discretion, to have a valuation of the Property or any part or parts of it carried out from time to time by an independent surveyor or valuer (to be appointed at Close's sole discretion) and the Company consents to any such valuation report being prepared and agrees to provide access and other assistance as may be reasonably required by Close for such purposes; and the Company shall ensure that any tenant or other occupier of the Property shall ensure access and assistance is provided for the foregoing purposes.

### 8.4 The obligations of the Company under this Standard Security will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):-

- 8.4.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which Close may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;
- 8.4.2 any act or omission by Close or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;
- 8.4.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by Close (in its absolute discretion) of its rights to refuse, grant, continue, vary, review,

- determine or increase any credit or facilities to the Company or any other person;
- 8.4.4 any grant of time, indulgence, waiver or concession to the Company or any other person;
- 8.4.5 any arrangement or compromise entered into between Close and the Company or any other person;
- 8.4.6 the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person;
- 8.4.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person;
- 8.4.8 any postponement, discharge, reduction, non-provability, inability to claim, or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 8.5 Close shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Standard Security or by law to:-
  - 8.5.1 take any action or obtain judgement or decree in any court against the Company;
  - 8.5.2 make or file any claim to rank in a winding-up or a liquidation of or other proceedings relating to the Company; or
  - 8.5.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to Close, in respect of the Secured Liabilities.
- 8.6 Any settlement or discharge between the Company and Close shall be conditional upon no security or payment granted or made to Close by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of Close) Close shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

## 9 Enforcement

- 9.1 This Standard Security shall become enforceable upon and at any time after the occurrence of any of the following events:-
  - 9.1.1 if the Company has failed to pay all or any of the Secured Liabilities following a demand for payment by Close;
  - 9.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
  - 9.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver,

administrative receiver or similar officer of the Company or any part of its undertaking or assets;

9.1.4 the making of a request by the Company for the appointment of a receiver or administrative receiver or administrator;

9.1.5 if the Company breaches any of the provisions of this Standard Security.

## **10 Application of Security Proceeds**

10.1 Any money received under the powers conferred by this Standard Security will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Liabilities provided that Close may, without prejudice to any other rights Close may have at any time and from time to time, place and keep for such time as Close may think prudent any money received, recovered or realised under or by virtue of this Standard Security to or at a separate or suspense account to the credit either of the Company or as Close thinks fit without any immediate obligation on the part of Close to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

10.2 Subject to Clause 10.1, any money received or realised by Close from the Company under this Standard Security may be applied by Close to any item of account or liability or transaction in such order or manner as Close may determine.

## **11 New Accounts**

At any time following Close receiving notice (actual or constructive) that all or any of the Property has been encumbered by the grant of any fixed security, floating charge or other security right or has been disposed of, Close will be entitled to close the Company's then account or accounts and to open a new account or accounts with the Company and (without prejudice to any right of Close to combine accounts) no money paid in or carried to the Company's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to Close on any closed account. If Close does not open a new account or accounts, Close will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to Close will be credited to or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

## **12 Cost and Expenses**

The Company shall pay or reimburse to Close on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by Close in the creation, registration, perfection, enforcement, discharge and/or assignation of this Standard Security (including, without limitation, the costs of any proceedings in relation to this Standard Security or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

## **13 Set-off**

13.1 The Company agrees that any money due to it by Close may be retained as cover for and/or applied by Close at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as Close may select.

13.2 If Close exercises any rights in respect of any moneys as referred to in Clause 13.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Company and that liability or any part of it is in

a different currency from any credit balance against which Close seeks to exercise its rights, Close may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing Close spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by Close in connection with that purchase.

- 13.3 Close shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by Close.

#### 14 **Power of Attorney**

- 14.1 The Company irrevocably appoints Close as the attorney or attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Standard Security or may be required or deemed proper in the exercise of any of the rights or powers conferred on Close hereunder or otherwise for any of the purposes of this Standard Security.

- 14.2 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purpose to do under its appointment under Clause 14.1.

#### 15 **Indemnity**

- 15.1 Close and every attorney, manager, agent, employee or other person appointed by Close under or in connection with this Standard Security shall be and is hereby indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Standard Security (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged to Close or any such other person may retain and pay all sums in respect of the same out of money received under the powers conferred by this Standard Security.

- 15.2 The indemnity under Clause 15.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of Close.

#### 16 **Investigations**

- 16.1 If any event of default (howsoever described) in any agreement between Close and the Company occurs then (while it is continuing unwaived) Close shall be entitled to initiate an investigation of, and/or instruct the preparation of a report (accounting, legal, valuation or other) on the business and affairs of the Company and/or any other Group Company which Close considers necessary to ascertain the financial position of the Company and/or any other Group Company, all fees and expenses incurred by Close in so doing being payable by the Company.

- 16.2 The Company hereby consents to the provision by Close of all information in relation to the Company which Close provides to any person in relation to the preparation of a report as is referred to in Clause 16.1 above.

#### 17 **Notices**

- 17.1 Any communication to be made under or in connection with this Standard Security shall be made in writing and, unless otherwise stated, may be made by fax or letter.

- 17.2 The address of Close for any communication or document to be made or delivered under or in connection with this Standard Security is its registered office or any substitute address or fax number as Close may notify to the Company by not less than five Business Days' notice.
- 17.3 The address of the Company for any communication or document under or in connection with this Standard Security is its registered office at the time such communication or document is made or delivered. The fax number of the Company for any communication or document to be made or delivered under or in connection with this Standard Security is the fax number most recently provided to Close by the Company.
- 17.4 Subject to Clause 17.5, any communication made or document made or delivered by one person to another under or in connection with this Standard Security will only be effective:-
- (a) if by way of fax, when received in legible form; or
  - (b) if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- 17.5 Any communication or document to be made or delivered to Close will be effective only when actually received by Close.

## 18 Further Assurance

The Company (at its own cost) will on demand in writing by Close execute and deliver (in such form as Close may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as Close may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Standard Security or for facilitating the realisation of the Charged Property charged by this Standard Security or the exercise of any rights of Close under this Standard Security.

## 19 Warrandice

The Borrower grants warrandice.

## 20 Miscellaneous

- 20.1 If at any time any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will be in any way affected or impaired.
- 20.2 No failure or delay by Close in exercising any right or remedy under this Standard Security shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 20.3 Close will be entitled to disclose to any associated party, its auditors, advisers or applicable regulatory authority or any other person that enters or proposes to enter into any trust or contractual arrangements with Close in relation to the Secured Liabilities confidential information concerning this Standard Security or any arrangement made in connection with this Charge.
- 20.4 A certificate by a duly authorised officer of Close as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

- 20.5 Close may at any time (without notice or consent) assign the benefit of this Standard Security (or all or any of its rights under this Charge) to any person. The Company may not assign or transfer the benefit or burden of this Standard Security or all or any of its rights under this Standard Security without the prior written consent of Close.

## 21 Definitions

### 21.1 In the interpretation of this Standard Security:-

- 21.1.1 **"Business Day"** means a day (other than a Saturday or Sunday) when the banks in London are open for business;
- 21.1.2 **"Charged Property"** means the Property and the present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Company upon all or any part of, or in connection with, the Property;
- 21.1.3 **"Default Rate"** means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;
- 21.1.4 **"Property"** means ALL and WHOLE the subjects known as and forming 10 Blackburn Road, Bathgate EH48 2EY being the whole subjects registered in the Land Register of Scotland under Title Number WLN823;
- 21.1.5 **"Secured Liabilities"** means all the monies and liabilities which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Close in any manner and for any reason on any account including (without limitation) all such monies due by the Company, whether actually or contingently, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, assignations, agreements for discounting or factoring of debts or any other agreements or securities) or whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof together with interest, commission and other lawful charges or expenses which Close may incur or charge to the Company and so that interest shall be computed and compounded according to the usual Close rates and practice as well after as before any demand made or decree obtained under or in relation to this Charge;
- 21.1.6 **"Standard Conditions"** means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being;
- 21.1.7 **"Standard Security"** means this Standard Security; and
- 21.1.8 **"Town and Country Planning Acts"** means the Town and Country Planning (Scotland) Act 1997, Planning (Listed Building and Conservation Areas) Act 1990, Planning (Hazardous Substances) Act 1990, Planning etc. (Scotland) Act 2006, and any other related planning legislation, as the same shall be consolidated, supplemented, amended, re-enacted or replaced from time to time.

21.2 References to:-

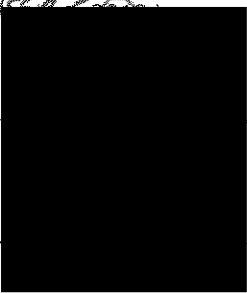
- 21.2.1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 21.2.2 "including" shall not be construed as limiting the generality of the words preceding it;
- 21.2.3 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 21.2.4 this Standard Security and to any provisions of it or to any other document referred to in this Standard Security shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 21.2.5 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 21.2.6 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 21.2.7 clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 21.2.8 the term "fixed security" is to be construed in accordance with the terms of Section 486 of the Companies Act 1985.

21.3 The use of bold type shall be ignored in the construction of this Charge.

22 Registration

The Company consents to the registration of this Standard Security and of the certificate referred to in Clause 20.4 above for preservation and execution.

IN WITNESS WHEREOF these presents printed on this and the 10 preceding pages are subscribed on behalf of the Borrower at BATHURST on 13/09/2011

\_\_\_\_\_  
  
 \_\_\_\_\_ Director  
 \_\_\_\_\_ Director/Secretary