

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)

13/040636

Oyez

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.companies](http://www.companies)

☒ **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 an instrument. Use form LL MR08

THURSDAY



SCT 04/07/2013 #652  
COMPANIES HOUSE

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.

<b>1</b>	<b>LLP details</b>	For official use
LLP number	S O 3 0 3 2 5 3	2
LLP name in full	CLEPINGTON ROAD LLP	
		<b>Filling in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 0 1 m 0 7 y 2 0 y 1 3

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	SANTANDER UK PLC
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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## 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

ALL and WHOLE that area of ground at Old Glamis Road and Fairmuir Road, Dundee registered in the Land Register of Scotland under Title Number ANG58739.

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 LLP?

☐ 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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## Trustee statement

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

☐

 This statement may be filed after the registration of the charge (use form LLMR06).

9

## Signature

Please sign the form here.

Signature

Signature

X  X

For and on behalf of Dundas & Wilson CSLLP

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

# LL MR01

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## 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 LLP's Registered Office address.

Contact name  
LZ/KPMS/DAC/BAN059.0009

Company name  
DUNDAS & WILSON CS LLP

Address  
SALTIRE COURT

20 CASTLE TERRACE

EDINBURGH

Post town

County/Region

Postcode

Country

DX

Telephone



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register.
- ☐ 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 LLPs registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For LLPs 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 LLPs 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**

LLP number: SO303253

Charge code: SO30 3253 0002.

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st July 2013 and created by CLEPINGTON ROAD LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 4th July 2013.

Given at Companies House, Edinburgh on 8th July 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DUNDAS & WILSON

EXECUTION VERSION

STANDARD SECURITY

Certified a true Copy

For and on behalf of

**Dundas & Wilson CS LLP**

Saltire Court

20 Castle Terrace

Edinburgh EH1 2EN

by

**CLEPINGTON ROAD LLP**  
(as the Chargor)

to

**SANTANDER UK PLC**  
(as Lender)

*Redacted pursuant  
to S859 of the Companies  
Act 2006*

Ref: BAN059.0009

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## **STANDARD SECURITY**

### **BY:**

- (1) **CLEPINGTON ROAD LLP**, a limited liability partnership registered under the Limited Liability Partnership Act 2000 (Partnership Number SO303253) and having their registered office formerly at Eastbourne House, 3 Little Causeway, Forfar DD8 2AD and now at Eam House, Lamberkine Drive, Perth, Scotland PH1 1RA (the **Chargor**);

to

- (2) **SANTANDER UK PLC**, (registered number 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Lender**).

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Standard Security unless the context otherwise requires:

**Act** means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

**Planning Acts** means the Town and Country Planning (Scotland) Act 1997 and, where applicable, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997 and the Planning and Compensation Act 1991 and any associated or similar legislation regulating the development or use of land.

**Property** means all and whole the property or properties described in the Schedule or such of them as shall for the time being remain subject to this Standard Security including all buildings, erections and fixtures and fittings and fixed plant for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, burdens and conditions affecting the same but otherwise free from Security Interest.

**Secured Obligations** means all present and future obligations (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender, except for any obligation or liability which, if it were so included, would result in this Standard Security contravening any law (including without limitation section 151 of the Companies Act 1985) together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under this Standard Security or any other deed or document evidencing or securing any such liabilities.



**Security Interest** means any mortgage, standard security, charge, pledge, hypothecation, title retention, lien, assignment or assignment by way of security, assignation or assignation by way of security or other agreement or arrangement having the effect of conferring security.

**Standard Conditions** means the standard conditions specified in Schedule 3 to the Act and any lawful variation thereof operative for the time being.

**Standard Security** means this standard security.

**Taxes** means all forms of tax, duty, rate, levy, social security or similar payments or other imposition whenever and by whatever authority imposed and whether of the United Kingdom or elsewhere, and any interest, penalty or fine in connection with any such items.

- 1.2 Each of the provisions of this Standard Security is severable and distinct from the others and if at any time one or more such provisions becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 1.3 In this Standard Security the headings to clauses are for convenience only and have no legal effect and reference to clauses and schedules are to clauses and schedules of this Standard Security unless otherwise stated.
- 1.4 References to the Property include any part of it and the Property includes all title burdens and conditions and rights affecting or concerning the same.
- 1.5 Any reference in this Standard Security to:
  - 1.5.1 the "Chargor" or the "Lender" shall include any person deriving title from them or any permitted successor or assignee;
  - 1.5.2 any agreement or instrument is a reference to that agreement or instrument as amended, novated, replaced or restated in whole or in part;
  - 1.5.3 a provision of law is a reference to that provision as amended or re-enacted; and
  - 1.5.4 a "Clause", "paragraph", "sub-paragraph" or "Schedule" is to a clause, paragraph or sub-paragraph of, and the schedule to, this Standard Security.
- 1.6 Words in the singular shall import the plural and vice versa.
- 1.7 The headings in this Standard Security are for ease of reference only.

## 2. UNDERTAKING TO PAY

The Chargor undertakes to the Lender that it will on demand pay or discharge the Secured Obligations when the same become due for payment together with interest thereon from the date of such demand to the date of payment at 2% per annum above the rate then payable on the Secured Obligations in respect of which such demand has been made.

**3. CHARGE**

- 3.1 In security of the payment and discharge of its obligations hereunder and in respect of the Secured Obligations, the Chargor to the intent that the security created shall rank as a continuing security, hereby grants a Standard Security in favour of the Lender over the Property.
- 3.2 The Chargor undertakes to deposit with the Lender, upon the date of execution hereof by the Chargor, the deeds and documents of title relating to the Property.

**4. STANDARD CONDITIONS**

The Standard Conditions shall apply and the Standard Conditions shall be varied firstly in accordance with the provisions of this Standard Security and secondly to the effect that the following provisions shall apply:

- 4.1 Standard Condition 7 shall be varied to the effect that:
- 4.1.1 the Lender shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2);
  - 4.1.2 the interest rate for the purposes of Standard Condition 7(3) shall be 2% per annum above the base lending rate from time to time of the Lender, or in the event of such rate not existing, such equivalent rate as shall be specified by the Lender from time to time.
- 4.2 For the purposes of Standard Condition 9(1) the Chargor shall be held to be in default in the event of any of the Secured Obligations remaining outstanding after it has fallen due and payable or in the event of any failure (whether by omission or commission) of the Chargor to observe and perform any of the terms and conditions in this Standard Security or in any other security, mortgage, charge or undertaking granted by the Chargor or any other person or corporation for whose obligations to the Lender the Chargor has undertaken responsibility to the Lender, and in the event of the Chargor being in default as aforesaid, then without prejudice to any other rights and remedies available to the Lender by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Lender will be entitled to exercise any of the remedies available to a Lender on default of a borrower by virtue of the provisions of the Act.

**5. DECLARATIONS**

- 5.1 If there shall be any breach of the obligations or undertakings contained or referred to in this Standard Security the Lender shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Chargor, to withhold further facilities from the Chargor.

- 5.2 If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Property the Lender may open a new account or accounts with the Chargor and, if or in so far as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from that time all payments made by the Chargor to the Lender shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Lender at the time when notice was received.

**6. UNDERTAKINGS BY THE CHARGOR**

**6.1 The Chargor shall:**

- 6.1.1 pay or cause to be paid all rents, rates, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Property as and when the same become payable;
- 6.1.2 keep or cause to be kept the Property in good and substantial repair and permit the Lender and any person authorised by the Lender at all reasonable times to inspect the Property and view the state of the same;
- 6.1.3 insure and keep insured or procure to be so insured all buildings, installations and appurtenances for the time being comprised in or subject to this Standard Security and the fixtures and fittings and all other objects of whatever kind of an insurable nature in and upon the same against loss or damage by fire (including fire caused by riots and civil disturbances) and other usual risks including explosion, aircraft and articles dropped therefrom, acts of terrorism and (where appropriate) flood, subsidence and such other risks as the Lender may from time to time require to the full reinstatement value thereof (plus sums in respect of loss of rent, removal of debris and professional fees which may be incurred in connection with repairing, rebuilding or reinstating the same) and upon such terms as the Lender may from time to time reasonably require with such insurers as shall be approved of in writing from time to time by the Lender (such approval not to be unreasonably withheld) in the joint names of the Chargor and the Lender (with or without the addition of other names) or otherwise as the Lender shall acting reasonably direct and duly and punctually pay or cause to be paid all premiums and moneys necessary for effecting and keeping up the said insurance when the same shall become due respectively and within 14 days of written demand (such demands to be made at reasonable intervals) produce or cause to be produced to the Lender the policy of every such insurance and receipt for every such payment;

- 6.1.4 not, without the prior written consent of the Lender, pull down, remove or permit or suffer to be pulled down or removed any building, installation or structure for the time being comprised in or subject to this Standard Security or any walls, hedges or fences whereby the external boundaries are defined or (except in connection with the renewal or replacement thereof) any fixtures or erect or make or suffer to be erected or made on the Property any building or installation or otherwise waste, destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property;
- 6.1.5 not, without the prior written consent of the Lender, create or permit to exist any Security Interest or otherwise dispose of deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing;
- 6.1.6 not commit any legal nuisance on the Property nor, without the prior written consent of the Lender, do or permit to be done on the Property anything which would or might be prejudicial to the validity of any policy of insurance;
- 6.1.7 not do or omit or suffer to be done or omitted any act, matter or thing, in, on or in respect of the Property in contravention of the Planning Acts or any licences, consents, permissions or conditions granted or imposed thereunder;
- 6.1.8 within seven days of the service of any notice, order, direction, permission or proposal given, made or issued under or by virtue of the Planning Acts or otherwise affecting the Property or any part thereof give full particulars thereof to the Lender and without undue delay comply with the same, or if the Lender acting reasonably so requires in writing, join with the Lender in objecting to or contesting the same;
- 6.1.9 perform and observe all title burdens, stipulations and provisions affecting the Property (including but without prejudice to the generality of the foregoing all requirements and regulations of the competent authorities) and if the Property is leasehold property also produce within fourteen days of written demand to the Lender the receipt for the last payment of rent reserved by the lease under which such property is held;
- 6.1.10 immediately furnish to the Lender any report, survey or information in respect of the structural condition of the Property, deleterious materials therein or contaminated substances thereon or affecting the same or which may affect adjacent or adjoining property as may come or may have come into the possession of the Chargor at any time and carry out such further inspection works or take such other remedial action as the Lender may direct;

- 6.1.11 from time to time or at such stated periods as may be required by the Lender furnish to the Lender all such particulars and information as the Lender may require relating to any leases, agreements for lease or tenancies then subsisting or other arrangements effected in relation to the Property and deliver to the Lender certified true copies of any such leases, agreements for lease or tenancies as soon as the same have been granted, together with extract registered copies as soon as possible;
- 6.1.12 at all times advise the Lender if any defects, damages or wants of repair manifest themselves in respect of any of the structures for the time being upon the Property and which are or may be considered to be the responsibility of any warrantors pursuant to the terms of any professional warranty agreement relating to the Property and whenever so required by and at the absolute discretion of the Lender (but at no cost to the Lender) promptly take all proper steps that the Lender may prescribe for the purpose of enforcing such warranties and recovering from the warrantors thereunder all such damages or other remedy or recompense to which the Chargor may be entitled pursuant to the terms of such warranties and at all times keep the Lender fully advised as to progress in that regard and apply any moneys recovered from any of the warrantors in or towards (with the Chargor making up any shortfall) the making good of the defects, damages and wants of repair to which the same relate;
- 6.1.13 not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) or unless the Lender shall otherwise require, exercise any option or right of election available at law that the supplies made in respect of any lease or tenancy shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate, including (without limitation) pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994;
- 6.1.14 not, without the prior written consent of the Lender, enter into any negotiations with any competent authority with regard to the compulsory acquisition of the Property or consent to the compulsory acquisition of the Property and, where any such compulsory acquisition has or could have an adverse effect on the value of the Property, upon reasonable request by the Lender, permit the Lender and/or its representatives (for such time as the Lender requires) to conduct all or part of such negotiations or give such consent on its behalf;
- 6.1.15 comply with, and to the extent that it is within the power of the Chargor to do so, procure compliance with all Environmental Law affecting the Property and notify the Lender forthwith in writing of any breach or alleged breach or of the receipt of any notice or other communication in respect of any breach or alleged breach of any

Environmental Law affecting the Property or any investigation or order, commenced or made in relation to any such breach or alleged breach and forthwith take all steps reasonably necessary to remedy any infringement of any Environmental Law affecting the Property. For the purpose of this Clause "Environmental Law" means the Clean Air Act 1968, the Control of Pollution Act 1974, the Control of Pollution (Amendment) Act 1989, the Environmental Protection Act 1990, the Planning (Hazardous Substances) (Scotland) Act 1997, the Water Resources Act 1991, the Environment Act 1995 and any other legislation for the time being in force relating to the pollution or protection of the environment and public health;

- 6.1.16 indemnify and reimburse the Lender in respect of any losses, damages, liabilities, claims, costs and expenses (including, without limitation, fines, penalties, judgments and awards, financial responsibility for clean-up activities and obligations, statutory or other official contributions, legal fees, technical consultancy, engineers' and experts' fees and costs and expenses) of obtaining or retaining consents or licences or otherwise complying with Environmental Law affecting the Property;
- 6.1.17 indemnify and keep indemnified (on a full indemnity basis) the Lender in respect of any Secured Obligations outstanding and pay the Lender upon demand with interest thereon at the rate specified in any relevant loan agreement or standard security from the respective dates for payment all moneys paid by the Lender in respect of all claims, costs, expenses and liability whatsoever from time to time properly incurred in relation to this Standard Security including (but without prejudice to the generality of the foregoing) all sums properly paid and expenses properly incurred by the Lender:
  - (a) in remedying or making good any breach or non-observance of any undertaking or obligation on the part of the Chargor herein contained;
  - (b) under any undertaking, agreement or obligation contained in or imposed by any lease, agreement for lease, tenancy or licence affecting the Property which may have been or may hereafter be granted or entered into by the Chargor or by the predecessors in title of the Chargor or by any one or more of them;
  - (c) under the Planning Acts whether in respect of any act, matter or thing done, omitted or suffered to be done or omitted by or on behalf of the Chargor or any person claiming under the Chargor or through whom the Chargor derives title to the Property or in respect of any objection to or the contesting of any notice, order or proposal therefor or otherwise howsoever;
  - (d) under any requirements or regulation of any competent authority;

- (e) arising out of any defect in or want of repair to the Property;
- (f) under any title burden, agreement or obligation, restrictive or otherwise, affecting the title to the Property and enforceable against the Property or the owner thereof for the time being and whether or not recited or referred to herein; or
- (g) in enforcing or exercising or protecting or attempting to enforce or exercise or protect any of the rights powers, provisions and undertakings contained in this Standard Security or to be implied herefrom.

6.2 If the Chargor fails at any time to perform or observe any undertaking or condition on its part herein contained the Lender shall be entitled but not obliged, in order to make good such failure in whole or in part:

- 6.2.1 to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary;
- 6.2.2 to take such steps, give such notices, execute such works and do such things as the Lender, acting reasonably, considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property;
- 6.2.3 to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary; and
- 6.2.4 to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liability in relation to the Property whether or not the Lender is expressly indemnified herein against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary to that end,

provided that the Lender shall not be deemed to be a heritable Lender in possession by reason of the exercise of any right conferred by this Clause 6.2 and provided further that any sum expended by the Lender in accordance with this Clause 6.2 shall be repayable by the Chargor and be added to the total of the Secured Obligations.

6.3 For so long as it remains bound by the provisions of this Standard Security the Chargor shall not without the prior written consent of the Lender:

- 6.3.1 create or allow to be created any standard security charge or lien on the Property;
- 6.3.2 grant or accept a surrender or renunciation of any lease or licence of the Property;  
nor

6.3.3 dispose, transfer assign dispose or part with or share possession or occupation of the Property.

6.4 All moneys received under any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property shall, if the Lender so requires, be applied in making good the loss or damage or in or towards the discharge of the money for the time being owing under this Standard Security.

## **7. OTHER UNDERTAKINGS**

7.1 For so long as it remains bound by the provisions of this Standard Security the Chargor shall not without the prior written consent of the Lender:

7.1.1 assign charge or in any other way divert the payment of any rents due in respect of the Property away from the Chargor;

7.1.2 enter into or permit to subsist any floating charge or other Security Interest over the whole or a substantial part of its assets which would entitle any person to appoint an administrator or administrative receiver;

7.1.3 amend its memorandum or articles of association in a way which will contravene or result in contravention of any provision of this Standard Security; or

7.1.4 enter into any agreement which has a material adverse effect upon the Chargor's ability to perform its obligations under this Standard Security.

7.2 The Chargor will at all times comply with all rules and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required in relation to this Standard Security or the Property.

7.3 The Chargor shall provide the Lender promptly on request with such financial or other information relating to the Chargor and the Property as it may from time to time request.

## **8. PAYMENTS**

8.1 All payments by the Chargor pursuant to this Standard Security shall be made without any set-off, counterclaim or equity and free and clear of and without withholding or deduction for or on account of any Taxes except to the extent that the Chargor is required by law to make such withholding or deduction. If the Chargor or any agent of the Chargor is obliged to make any such withholding or deduction the Chargor shall pay a sufficient amount as will result (after such withholding or deduction) in the receipt by the Lender of the sum which would have been receivable by it in the absence of such withholding or deduction in respect of the Chargor's obligations under this Standard Security; except that no such amount shall be payable in respect of United Kingdom income tax deducted from any payment of interest



which any person is obliged to deduct pursuant to Section 349(2) Income and Corporation Taxes Act 1988 (as currently enacted).

- 8.2 All Taxes which are required by law to be deducted or withheld by the Chargor from any amount paid or payable under this Standard Security shall be paid by the Chargor to the appropriate authority when due in accordance with the provisions of any applicable law and the Chargor shall within 30 days of the payment being made deliver to the Lender evidence satisfactory to the Lender (including all relevant Tax receipts that it shall then have received) that the payment has been duly remitted to the appropriate authority.

**9. THE LENDER'S RIGHTS**

- 9.1 Save in so far as may be expressly provided for in the conditions of any dealing or as may otherwise be acknowledged in writing by the Lender such dealings shall not prejudice or affect the undertakings, liabilities and obligations of the Chargor hereunder or the rights and remedies of the Lender and shall not release or discharge any Security Interest given by the Chargor hereunder.
- 9.2 The conditions of any dealing agreed in writing by the parties thereto shall be deemed to have been set forth herein and shall be enforceable by the Lender accordingly.
- 9.3 For the purpose of this provision a dealing shall include:
- 9.3.1 the giving of time or indulgence by the Lender;
  - 9.3.2 the neglect or forbearance of the Lender, in requiring or enforcing payment of any moneys hereby secured;
  - 9.3.3 the release of any property subject to this Standard Security or of any undertaking, condition, liability or obligation hereunder; and
  - 9.3.4 any act, omission, matter or thing whatsoever whereby the Chargor would or might have been released from any undertaking, condition, liability or obligation hereunder or any Security Interest given by it.
- 9.4 The Lender's costs (including legal costs and surveyors fees) of any dealing including the costs of any release, discharge or reconveyance will be the responsibility of the Chargor and shall be added to the total of the Secured Obligations.
- 9.5 The Lender may in relation to this Standard Security act on the opinion or advice of or any information obtained from any lawyer, valuer, surveyor, auditor, accountant or other expert acting in his professional capacity whether obtained by the Chargor or the Lender and shall not be responsible for any loss occasioned by so acting.
- 9.6 No assurance, security or payment which may be avoided under any enactment relating to bankruptcy, insolvency, winding-up or any similar process (including under sections 238 to

245 (inclusive) of the Insolvency Act 1986) and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, shall prejudice or affect the right of such persons to enforce the security created by or pursuant to this Standard Security in respect of the full extent of the Secured Obligations hereby secured. The Lender shall be at liberty at its absolute discretion to retain the security so created as security for the Secured Obligations for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Standard Security may be avoided or invalidated after the Secured Obligations hereby secured shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made by the Lender on or as a consequence of such termination of liability. If at any time within such period after such termination, a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of or in respect of the Chargor or the Chargor shall commence to be wound up voluntarily or an application for an administration order shall be made to a competent court in respect of the Chargor, the Lender shall be at liberty, notwithstanding the above, to continue to retain such security or any part thereof for and during such further period as the Lender in its absolute discretion shall determine. The Chargor agrees that such security shall be deemed to have been and to have remained held by the Lender as and by way of security for the payment to the Lender of all or any sums which may become due and owing to the Lender in respect of the Secured Obligations hereby secured.

**10. CERTIFICATE OF SUMS DUE**

A certificate by a director, officer or manager of the Lender as to the money or liabilities for the time being due or incurred to it by the Chargor shall be conclusive evidence against the Chargor in any legal proceedings in the absence of manifest error.

**11. CONTINUING SECURITY**

- 11.1 The security created by this Standard Security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security for all the Secured Obligations.
- 11.2 The security created by this Standard Security shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Security Interest now or hereafter held or judgement or order obtained by the Lender for all or any part of the Secured Obligations or the omission of the Lender to claim payment from the Chargor or any other person nor shall such collateral or other Security Interest, judgement or order or any lien to which the Lender may otherwise be entitled (including any Security Interest prior to the date of this Standard Security) or the liability of any person not party hereto for all or any part of the Secured Obligations be in any way prejudiced or affected by this Standard Security.

**12. WARRANTY**

The Chargor hereby warrants and represents to the Lender that this Standard Security and performance of its terms does not and will not exceed any power granted to it by or violate any provisions of (1) any law or regulation or any order or decree of any governmental authority or agency to which it is subject, (2) its memorandum and articles of association, or (3) any charge, contract, undertaking, agreement or instrument to which it is a party or which is binding upon it or any of its assets.

**13. FURTHER ASSURANCE**

The Chargor shall upon demand execute any document or do any act or thing which the Lender may specify with a view to perfecting or improving any security created or intended to be created by this Standard Security or (upon such security becoming enforceable) which the Lender may specify with a view to facilitating the exercise or the proposed exercise of any of its powers in this Standard Security.

**14. NOTICES**

14.1 All notices or other communications under or in connection with this Standard Security shall be given in writing by facsimile or letter. Any notice shall be deemed to be given as follows:

14.1.1 if sent by facsimile, with confirmed receipt of transmission from the receiving machine, on the Business Day it was transmitted or, if transmitted after the normal business hours of the recipient, the following Business Day;

14.1.2 if delivered by hand, on the Business Day of actual delivery or if delivered after the normal business hours of the recipient, the following Business Day; and

14.1.3 if posted, on the second Business Day following the day on which it was properly despatched by first class mail postage prepaid.

14.2 The address for notices to the Chargor is as set out on the first page of this Standard Security or such other address as the Chargor may notify to the Lender by not less than five Business Days' notice.

14.3 The address for notices to the Lender is as set out on the first page of this Standard Security or such other address as the Lender may notify to the Chargor by not less than five Business Days' notice.

**15. FINANCIAL COLLATERAL**

15.1 To the extent that the assets mortgaged or charged under this Standard Security constitute "financial collateral" and this Standard Security and the obligations of the Chargor constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in

the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Lender shall have the right after this Standard Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

- 15.2 For the purpose of Clause 15.1 above, the value of the financial collateral appropriated shall be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

## **16. PRESERVATION OF RIGHTS**

- 16.1 Neither the obligations of the Chargor herein contained nor the rights, powers and remedies conferred in respect of the Chargor upon the Lender by this Standard Security or by law shall be discharged, impaired or otherwise affected by:

- 16.1.1 the winding up, dissolution, administration or reorganisation of the Chargor or any change in the status, function, control or ownership of the Chargor;
- 16.1.2 any legal limitation, disability, incapacity or other circumstances relating to the Chargor in relation to the indebtedness or any of the obligations of the Chargor in relation to the Secured Obligations being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 16.1.3 any time or other indulgence being granted or agreed to be granted to the Chargor in respect of its obligations in relation to the Secured Obligations or under any other Security Interest;
- 16.1.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor in relation to the Secured Obligations;
- 16.1.5 any failure to take, or fully to take, any Security Interest agreed to be taken in respect of the obligations of the Chargor in relation to the Secured Obligations;
- 16.1.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any such Security Interest taken in respect of the Chargor in relation to the Secured Obligations; or
- 16.1.7 any other act, event or omission which, but for this Clause might operate to discharge, impair or otherwise affect any of the obligations of the Chargor herein contained or any of the rights, powers or remedies conferred upon the Lender by this Standard Security or by law.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Standard Security shall be governed by and construed in accordance with the laws of Scotland.
- 17.2 The Chargor irrevocably agrees for the benefit of the Lender and that the Court of Session in Scotland (the Court) shall have exclusive jurisdiction (subject as provided below) in relation to any claim, dispute or difference concerning this Standard Security and in relation to, or in relation to the enforcement of, any judgement relating to any such claim, dispute or difference.
- 17.3 The Chargor irrevocably waives any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.
- 17.4 Such aforesaid submission to the jurisdiction of the Courts shall not (and shall not be construed as to) limit the right of the Lender to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Chargor's place of incorporation). Legal proceedings by the Lender in any one or more jurisdictions shall not preclude legal proceedings by them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

**18. WARRANTICE**

The Chargor grants warrantice.

IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages, together with the Schedule annexed, are subscribed on behalf of the Chargor

at EARN HOUSE, PERTH, PH1 1RA

on FOURTEEN day of JUNE

Two thousand and thirteen by

Member

Member

ON BEHALF OF CLEPINGTON ROAD  
RETAIL LIMITED.

This is the Schedule referred to in the foregoing Standard Security by Clepington Road LLP in favour of Santander UK plc over subjects at Old Glamis Road and Fairmuir Road, Dundee.

**PART 1**  
**PROPERTY**

ALL and WHOLE that area of ground at Old Glamis Road and Fairmuir Road, Dundee registered in the Land Register of Scotland under Title Number ANG58739.

Member

Member

ON BEHALF OF CLEPINGTON ROAD  
RETAIL LIMITED.