



Registration of a Charge

LLP name in full: **MSC DEVELOPMENT LLP**

LLP Number: **SO306576**



Received for filing in Electronic Format on the: **09/09/2022**

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Details of Charge

Date of creation: **08/09/2022**

Charge code: **SO30 6576 0009**

Persons entitled: **PARK SECURITIES DEVELOPMENTS LLP**

Brief description: **ALL AND WHOLE 45 MELVILLE STREET, EDINBURGH EH3 7HL AND 1 MELVILLE CRESCENT, EDINBURGH EH3 7HW BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID85466 UNDER EXCEPTION OF: (1) ALL AND WHOLE THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID222891; (2) ALL AND WHOLE THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID227988; (3) ALL AND WHOLE THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID231528; (4) ALL AND WHOLE THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID228591; (5) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID231767; (6) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID231779; (7) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID232646; (8) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID231969; (9) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID231968; AND, (10) ALL AND WHOLE THE SUBJECTS WHICH ARE CURRENTLY UNDERGOING REGISTRATION UNDER TITLE NUMBER MID233411.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: SO306576

Charge code: SO30 6576 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th September 2022 and created by MSC DEVELOPMENT LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 9th September 2022 .

Given at Companies House, Edinburgh on 9th September 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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



Delivered on 7 SEPTEMBER 2022

MSC DEVELOPMENT LLP
as Chargor

PARK SECURITIES DEVELOPMENTS LLP
as Lender

STANDARD SECURITY
relating to 45 Melville Street,
Edinburgh EH3 7HL and 1
Melville Crescent, Edinburgh
EH3 7HW

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This Standard Security is delivered on

7 SEPTEMBER

2022

Standard Security

By

- (1) **MSC DEVELOPMENT LLP** (registered in Scotland with number SO306576 and having its registered office at 18 Walker Street, Edinburgh, Midlothian, Scotland, EH3 7LP) (**Chargor**); in favour of
- (2) **PARK SECURITIES DEVELOPMENTS LLP** (registered in Scotland with number SO307153) and having its registered office at 5 Lygon Road, Edinburgh, Midlothian, EH16 5QD (**Lender**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this standard security:

Affiliate means, in relation to a person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company, in each case, from time to time

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Borrower means Square and Crescent Group Ltd (registered in Scotland with number SC458824 and having its registered office at 18 Walker Street, Edinburgh, Midlothian, Scotland, EH3)

Borrower Assignment in Security means the assignment in security granted by the Borrower in favour of the Lender which is dated 7 and 8 April 2021 and was delivered on 8 April 2021 and any additional assignment in security granted by the Borrower in favour of the Lender after the date of this Standard Security

Borrower Floating Charge means the floating charge granted by the Borrower in favour of the Lender which is dated 7 and 8 April 2021 and was delivered on 8 April 2021

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

CA 2006 means the Companies Act 2006

Default means an Event of Default or any event or circumstance specified in Clause 10 (Events of Default) of the Loan Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form, part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground)

- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers) and
- (c) land (including, without limitation, land under water)

Environmental Law means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment
- (b) harm to or the protection of human health
- (c) the conditions of the workplace or
- (d) any emission or substance capable of causing harm to any living organism or the environment

Event of Default means any event of default (howsoever defined) under any Finance Document and any failure by an Obligor to satisfy any demand for payment under any Finance Document

Finance Document means this Standard Security, the Loan Agreement, the Amendment and Restatement Agreement, the Security Documents, the Personal Guarantees, the MSC Guarantee, any document governing or evidencing the terms of the Secured Obligations and any other document or instrument designated as a Finance Document by the Lender and the Borrower (including any facility or loan agreement entered into between the Lender and the Borrower from time to time)

Holding Company means, in relation to a person, any person in respect of which it is a Subsidiary

Loan Agreement means the loan agreement dated 7 and 8 April 2021 and delivered on 8 April 2021 and made between the Borrower and the Lender (as amended and restated pursuant to the Amendment and Restatement Agreement, as the same may be further amended, varied, novated, supplemented, superseded and/or restated from time to time)

Managing Directors means

- (a) Simon Cook of Birnieknowes Farm, Dunglass, East Lothian, TD13 5XH and
- (b) Euan Marshall of Eskgrove House 5 Eskgrove Village, Inveresk, East Lothian, EH21 7TD

MSC Floating Charge means the floating charge granted by the Chargor in favour of the Lender on or around the date of this Standard Security

MSC Guarantee means the guarantee and indemnity granted by the Chargor in favour of the Lender on or around the date of this Standard Security

Moveables means any furniture, goods, equipment, motor vehicles, stock, or other moveable property, whether of a personal or business nature

Obligors means:

- (a) the Chargor
- (b) the Borrower and

(c) the Managing Directors

Party means a party to this Standard Security

Personal Guarantees means each of the guarantees granted by each of the Managing Directors (in an amount of not less than £500,000 each) on or around the date of this Standard Security

Property means the subjects detailed the Schedule

Schedule means the schedule attached to and forming part of this Standard Security

Secured Obligations means all monies and liabilities now or after the date of this Standard Security due, owing or incurred by the Obligors to the Lender whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Security means a mortgage, charge, pledge, trust, assignment by way of security, assignation in security, standard security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement

Security Documents means this Standard Security, each Borrower Assignment in Security, the Borrower Floating Charge, the MSC Floating Charge and any other Security granted in favour of the Lender to secure amounts owed to the Lender by the Obligors

Security Period means the period beginning on the date of this Standard Security and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally, satisfied and discharged in full and all facilities made available by the Lender under the Finance Documents (or any of them) have been cancelled and the Lender is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Borrower or any other person under any of the Finance Documents

Standard Conditions means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation to them operative for the time being

Standard Security means this standard security including the Schedule

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1.2 Interpretation

- (a) A term defined in this Standard Security has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Standard Security.
- (b) Clause 1.2 and clause 1.7 of the Loan Agreement are incorporated in this Standard Security as if set out here in full but so that each reference in that clause to this

Agreement or a Finance Document shall be read as a reference to this Standard Security.

- (c) Unless otherwise defined in this Standard Security, a term defined in the Loan Agreement has the same meaning when used in this Standard Security or any notices, acknowledgements or other documents issued under or in connection with this Standard Security.
- (d) If there is any conflict between this Standard Security and the Loan Agreement the terms of the Loan Agreement will prevail, so far as permitted by law.

1.3 Third party rights

Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Standard Security or any other Finance Document issued or entered into under or in connection with it. The consent of any person who is not a Party is not required to rescind or vary this Agreement or any other agreement entered into under or in connection with it.

1.4 Application of provisions in Loan Agreement

- (a) Clauses 11 (Payments), 12 (Costs and expenses), 13 (Assignment and transfer), and 15 (General) of the Loan Agreement are deemed to form part of this Standard Security as if expressly incorporated into it and as if all references in those clauses to:
 - (i) the Loan Agreement were references to this Standard Security; and
 - (ii) an Obligor or the Obligors were references to the Borrower.
- (b) The Chargor acknowledges and confirms that it has reviewed the Loan Agreement and is familiar with its terms, including (but not limited to) in relation to the Events of Default.

2 No liability

The Lender shall not in any circumstances be liable to account to the Chargor for any loss or damage arising from any act, default or omission of the Lender in relation to the Property or from any exercise or non-exercise by the Lender of any power, authority or discretion conferred on the Lender in relation to the Property by or pursuant to this Standard Security or otherwise by any applicable law.

3 Covenant to pay

The Chargor and Borrower covenant with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

4 Standard Security

As a continuing Security for the payment and discharge when due of the Secured Obligations, the Chargor grants a standard security over the Property in favour of the Lender.

5 Release

Upon the expiry of the Security Period the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to discharge, or release:

- (a) its rights under this Standard Security; and
- (b) the Property from the Security created by and under this Standard Security.

5.2 Settlements conditional

- (a) If the Lender (acting reasonably) believes that any amount paid by the Chargor, Borrower or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Standard Security, such amount shall not be considered to have been paid.
- (b) Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender by the Chargor, Borrower or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

6 Negative pledge

6.1 The Chargor shall not create or permit to subsist any Security over the Property.

6.2 Clause 6.1 does not apply to any Security which is expressly permitted pursuant to the terms of the Loan Agreement.

7 Restrictions on disposals

7.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease or otherwise dispose of all or any part of any Property.

7.2 Clause 7.1 does not apply to any disposal expressly permitted pursuant to the Loan Agreement.

8 Standard Conditions

The Standard Conditions apply except to the extent that they are varied by the terms of this Standard Security and without limitation the Chargor agrees that the Standard Conditions will be varied in accordance with the following provisions of this clause 8. For the avoidance of doubt references in the Standard Conditions to the debtor are references to the Chargor and references to the lender are references to the Lender. Furthermore, the Lender and the Chargor agree that the Standard Conditions shall be varied insofar as lawful and applicable by the Loan Agreement under declaration that (a) in the event of there being any inconsistency between the Standard Conditions and the Loan Agreement or (b) where there is an obligation in the Standard Conditions which is more onerous than an equivalent obligation contained in the Loan Agreement, the terms of the Loan Agreement shall prevail.

8.1 Insurance

- (a) The insurance to be effected in terms of Standard Condition 5(a) will provide cover to the extent of the full reinstatement value of the Property and not its market value and will provide cover for (i) loss of rent under each Lease for a 3 year period or, if longer, the period provided for in that Lease and (ii) terrorism. Such insurance will be in an

amount and in a form and with an insurance company or underwriters acceptable to the Lender (acting reasonably).

- (b) The Chargor will procure that the Lender is named as composite insured in respect of its own separate insurable interest under the insurance referred to in clause 8.1(a), but without liability on the part of the Lender for any premium in relation to that insurance (unless the Lender has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of such insurances).
- (c) The Chargor will procure that the insurance referred to in clause 8.1(a) complies with the following:
 - (i) the insurance will contain:
 - (A) a non-invalidating and non-vitiating clause under which the insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party;
 - (B) a waiver of rights of subrogation of the insurer as against the Chargor, the Lender and any tenants of any Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any insurance; and
 - (C) a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances),
 - (ii) the insurers will give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel the insurance policy, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period; and
 - (iii) the Chargor will be free to assign all amounts payable to it under the insurance and all its rights in connection with those amounts in favour of the Lender.
- (d) The Chargor will promptly notify the Lender of:
 - (i) the proposed terms of any future renewal of the insurance;
 - (ii) any amendment, supplement, extension, termination, avoidance or cancellation of the insurance made or, to its knowledge, threatened or pending;
 - (iii) any claim, and any actual or threatened refusal of any claim, under the insurance; and
 - (iv) any event or circumstance which has led or may lead to a breach by the Chargor of any term of this clause.

- (e) Subject to the terms of the Leases, all sums paid under the policies of insurance referred to in clause 8.1(a) will be applied in making good the loss or damage in respect of which such monies become payable or, if the Lender so requires, in or towards the discharge of the Secured Obligations.
- (f) The Chargor will not do and will not allow anything to be done which might prejudicially affect any insurance policy in respect of the Property. In the event that the Chargor fails to insure the property, the Lender is entitled but not bound to effect such insurance and to recover the costs from the Chargor.

8.2 Use

The Chargor will not (without the prior written consent of the Lender) alter the use of the Property.

8.3 Restrictions on dealings with the Property

The Chargor will not (without the prior written consent of the Lender):

- (a) part with occupation of the Property or any part of it or grant any lease or licence over the Property or any part of it; or
- (b) convey or otherwise transfer the Property or any part of it; or
- (c) make directly or indirectly any application for planning permission in relation to the Property or any part of it; or
- (d) make an application for an improvement grant or other grant in respect of the Property or any part of it; or
- (e) create or agree to create or vary any servitude or real burden over the Property or any part of it.

8.4 Restrictions on dealings with Leases

In relation to the Leases, the Chargor will:

- (a) observe and perform the landlord's obligations at all times;
- (b) enforce the performance and observance of the tenant's obligations at all times;
- (c) not vary the Leases, whether by formal or informal writing, personal waiver, back letter, acquiescence or otherwise without obtaining the prior written consent of the Lender;
- (d) not waive or release, nor agree to waive or release, any obligations incumbent on the tenant under the Leases without obtaining the prior written consent of the Lender;
- (e) timeously and efficiently implement any provisions in the Leases for the review of rent unless such review is likely to lead to a reduction in the rent payable under the Leases;
- (f) not agree, and will not by default be deemed to have agreed, any rent reviews under the Leases without obtaining the prior written consent of the Lender;
- (g) not assign or create a security interest over or otherwise deal with the rent payable under the Leases;

- (h) not grant nor agree to grant any consent to:
 - (i) an assignation of the tenant's interest under the Leases; nor
 - (ii) a sub-letting of the Property or any part of it,
 without obtaining the prior written consent of the Lender.
- (i) not irritate nor exercise any right to terminate the Leases without obtaining the prior written consent of the Lender;
- (j) not accept a surrender of the tenant's interest under the Leases without obtaining the prior written consent of the Lender; and
- (k) from time to time, on demand, supply to the Lender such information in relation to the matters specified in clause 8.4 as the Lender requires.

8.5 Compulsory purchase order

If the Property or any part is compulsorily purchased or requisitioned or is the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights of the Chargor to compensation by reason of such acquisition will be held to be assigned to the Lender, with full power to the Lender to negotiate, agree and adjust the amount of any such compensation.

8.6 Moveables

- (a) If the Lender exercises any of the remedies available to it under the Conveyancing and Feudal Reform (Scotland) Act 1970 and the Chargor fails to remove from the Property any Moveables, after being called upon by the Lender by notice in writing to remove the same within 14 days, the Lender will be entitled and is irrevocably authorised as agent of the Chargor to remove, sell, store or otherwise deal with or dispose of the Moveables in such manner and upon such terms as the Lender may in its sole discretion think fit, subject only to an obligation to account to the Chargor for the net proceeds of any sale of the Moveables, after deducting all expenses incurred by the Lender.
- (b) Without prejudice to the provisions of clause 8.6(a) the Lender will not be liable for any loss or damage suffered by or caused to the Chargor by the exercise of these rights available to the Lender and the Chargor will be bound to indemnify the Lender against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveables and against all claims by or liability to any third party asserting ownership of any item.

8.7 Environmental

- (a) The Chargor will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Property or any part of it which could lead to the Chargor incurring any costs or liabilities or committing any offence under any Environmental Law.
- (b) Without prejudice to the provisions of clause 8.7(a) the Chargor will indemnify the Lender and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of Environmental Law or the

presence of any hazardous substances on, at, under, over, or migrating to or from the Property.

- (c) The Chargor will ensure that it complies in all material respects with the terms of all Environmental Laws and will notify the Lender immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Property and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Property.

8.8 Summary ejection

The Lender may, at any time after it has become entitled to enter into possession of the Property, serve notice upon the Chargor requiring it to vacate the Property within a period of 7 days and the Chargor will upon the expiry of that period vacate the Property so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the request of the Lender.

8.9 Default

- (a) On and at any time after the occurrence of any Event of Default, which is continuing, the Chargor will be held to be in default, within the meaning of Standard Condition 9(1)(b) of the Standard Conditions.
- (b) Without prejudice to any other rights and remedies available to the Lender by virtue of the Standard Conditions or any other Security or undertaking or in any other manner, the Lender may, at its absolute discretion, at any time after the Chargor is held to be in default, exercise any of the remedies available to a Lender on default of a Chargor by virtue of the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- (c) If the Lender enforces the Security constituted by or under this Standard Security at a time when no amounts are due under the Finance Documents but at a time when amounts may or will become so due, the Lender may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8.10 Power to remedy

- (a) If the Chargor fails to comply with any of its obligations contained in this Standard Security, the Lender will, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor hereby irrevocably authorises the Lender by way of security to do all such things necessary or desirable in connection herewith. Any monies so expended by the Lender will be repayable by the Chargor to the Lender on demand together with interest thereon at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.
- (b) The Lender will not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7.2.

8.11 Jeopardy

The Chargor will not do, or cause or permit to be done, anything which may materially depreciate, jeopardise or otherwise prejudice the value of the Property without the prior written consent of the Lender.

8.12 Authorisations

The Chargor will at all times acquire and maintain all Authorisations required by its ownership, use or occupation of the Property or for the conduct of any business operated on or from the Property and will comply with all terms and conditions relating to such Authorisations and with all other applicable laws and will not do or permit any act or omission whereby any such Authorisations would be liable to be varied or revoked.

8.13 Information

The Chargor will produce to the Lender such documents or information relating to the Property as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice or proceedings served by any person on the Chargor concerning the Property or alleging any breach of its obligations relating to the Property.

9 Protection of security

9.1 Continuing security

This Security constituted by this Standard Security shall be continuing security and shall remain in full force and effect unless and until discharged by the Lender in writing and regardless of any intermediate payment or discharge by any Obligor or any other person of the whole or any part of the Secured Obligations.

9.2 No prejudice

The Security created by or pursuant to this Standard Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Obligor or any other person, by the Lender or by any other thing which might otherwise prejudice that Security.

9.3 Cumulative rights

- (a) The Security constituted by this Standard Security shall be cumulative, in addition to and independent of any other Security which the Lender may hold at any time for the Secured Obligations (or any of them) or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security.
- (b) No prior Security held by the Lender over the whole or any part of the Property shall merge into the Security constituted by this Standard Security.

9.4 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Standard Security will not be affected by an act, omission, matter or thing which, but for this clause 9.3, would reduce,

release or prejudice any of its obligations under this Standard Security (without limitation and whether or not know to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

9.5 Chargor intent

Without prejudice to the generality of clause 9.4, the Chargor expressly confirms that it intends that the Security created under the Standard Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

9.6 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Standard Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

9.7 Deferral of rights

- (a) Until the end of the Security Period, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Standard Security:
 - (i) to be indemnified by an Obligor;

- (ii) to claim any contribution from any other guarantor of any Obligor's obligations under this Standard Security;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Standard Security or of any other guarantee or Security taken pursuant to, or in connection with, this Standard Security by the Lender;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any guarantor has given a guarantee, undertaking or indemnity under any Finance Document;
 - (v) to exercise any right of set-off against any Obligor; and/or
 - (vi) to claim or prove as a creditor of any Obligor in competition with the Lender.
- (b) If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Obligors under or in connection with this Standard Security to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender as the Lender may direct for application in accordance with clause 11.5 (Application of monies).

9.8 Further assurance

- (a) The Chargor shall promptly, at its own expense, take all such action (including filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require):
- (i) to create, perfect, protect and/or maintain the Security created or intended to be created under or evidenced by this Standard Security in favour of the Lender or its nominee(s) or for or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Standard Security or by law;
 - (ii) to confer on the Lender Security over any of the property or assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Standard Security; and/or
 - (iii) if an Event of Default is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Standard Security.
- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Standard Security.

9.9 Power of attorney

The Chargor irrevocably and severally appoints the Lender and any of its delegates or sub-delegates to be its attorney with the full power and authority of the Chargor (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case:

- (i) which may be required / which the Chargor ought or has agreed to execute or do under this Standard Security and which it has failed to do within 3 Business Days following a request from the Lender to undertake such execution or action; or
- (ii) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Chargor under or pursuant to this Standard Security or generally for enabling the Lender to exercise the powers conferred on them under this Standard Security or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

10 Subsequent Security

- 10.1 If any subsequent charge or other interest affects any part of the Property and/or the proceeds of sale of the Property, the Lender may open a new account with the Chargor.
- 10.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 10.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations

11 Appropriation, payments and costs and expenses

11.1 Protection of third parties

- (a) No person (including a purchaser) dealing with the Lender or its or his agents has an obligation to enquire:
 - (i) whether the Secured Obligations have become payable;
 - (ii) whether any power purported to be exercised has become exercisable or is being properly exercised;
 - (iii) whether any Secured Obligations or other monies remain outstanding;
 - (iv) how any monies paid to the Lender shall be applied; or
 - (v) the status, propriety or validity of the acts of the Lender.
- (b) The receipt of the Lender shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender.
- (c) In clauses 11.1(a) and 11.1(b), purchaser includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Property or any part of it.

11.2 Set-off

The Lender may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

11.3 Currency clauses

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in this Standard Security to, and any obligations arising under this Standard Security in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Chargor); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).
 - (iii) If a change in any currency of a country occurs, this Standard Security will, to the extent the Lender (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.
- (b) If a payment is made to the Lender under this Standard Security in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at the market rate of exchange and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

11.4 Certificates and determinations

Clause 11.3 (Certificates and determinations) of the Loan Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it

11.5 Application of monies

- (a) All monies received by the Lender under this Standard Security or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and shall be applied in accordance with the terms of the Loan Agreement. This clause 11.5:
 - (i) is subject to the payment of any claims having priority over this Security; and

- (ii) does not prejudice the right of the Lender to recover any shortfall from the Chargor.
- (b) The Lender may place any money received, recovered or realised pursuant to this Standard Security in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

11.6 Expenses and indemnity

- (a) The Chargor must:
 - (i) immediately on demand pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation; and
 - (ii) keep the Lender indemnified against any failure or delay in paying those costs or expenses.
- (b) The Chargor must indemnify the Lender against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by the Lender arising (directly or indirectly) out of or in connection with:
 - (i) any breach or potential breach of or liability (whether civil and/or criminal) under any Environmental Law;
 - (ii) any responsibility on the part of the Lender in respect of any clean-up, repair or other corrective action; or
 - (iii) the business or any real property of the Chargor.

12 Assignment and transfer

- 12.1 The Lender may assign or otherwise transfer all or any part of its rights under this Standard Security or any Security created by or under it in accordance with the terms of the Finance Documents.
- 12.2 The Chargor shall not assign or otherwise transfer any of its rights under this Standard Security.

13 Contingencies

If this Standard Security is enforced at a time when no amounts are due to the Lender (but at a time when amounts may become so due), the Lender may pay the proceeds of any recoveries effected by it into a blocked suspense account.

14 Notices

- 14.1 Any communication under this Standard Security or any other Security or Finance Document created by or under this Standard Security, shall be made and given in accordance with the terms of clause 14 (Notices) of the Loan Agreement.

15 General

15.1 Invalidity

Clause 15.3 (Partial invalidity) of the Loan Agreement shall apply to this Standard Security as if set out here in full but so that references to the Finance Documents shall be construed as references to this Standard Security and any Security created by or under it.

15.2 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Standard Security shall operate as a waiver of any such right or remedy or constitute an election to affirm this Standard Security. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Standard Security are cumulative and not exclusive of any rights or remedies provided by law.
- (b) A waiver or affirmation given or consent granted by the Lender under this Standard Security will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

15.3 Delegation

- (a) Each of the Lender and any delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Lender or that delegate (as the case may be) may, in its discretion, think fit in the interests of the Lender.
- (c) Neither the Lender nor any delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16 Counterparts

16.1 This Standard Security may be executed in any number of counterparts and by the parties on separate counterparts.

16.2 Where executed in counterpart:

- (a) this Standard Security shall not take effect until all of the counterparts have been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- (c) the parties may choose to evidence the date of delivery of this Standard Security by inserting this on the front page of this Standard Security.

16.3 If this Standard Security is not executed in counterparts, this Standard Security shall be delivered on the date inserted on the front page of this Standard Security or, if no such date is inserted, the date on which the last party signed this Standard Security.

- 16.4 In accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (Counterparts Act), the parties nominate Addleshaw Goddard LLP to take delivery of all counterparts of this Standard Security. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Standard Security.

17 Governing law and jurisdiction

17.1 Governing law

This Standard Security is governed by Scots law.

17.2 Jurisdiction

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security) (**Dispute**).
- (b) The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 17.2 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

18 Warrandice

The Chargor grants warrandice.

19 Consent to registration

The Chargor consents to the registration of this Standard Security and any certificate referred to in clause 11.4 (Certificates and determinations) for preservation and execution.

In witness whereof these presents consisting of this and the preceding 17 pages together with the Schedule are executed as follows:

Subscribed for and on behalf of

PARK SECURITIES DEVELOPMENTS LLP
acting by a duly authorised signatory of its
designated member, **PARK SECURITIES**
LIMITED

at *HARPENDEN*

on *6.9.2022*

in the presence of:

Witness signature

Full name

Address



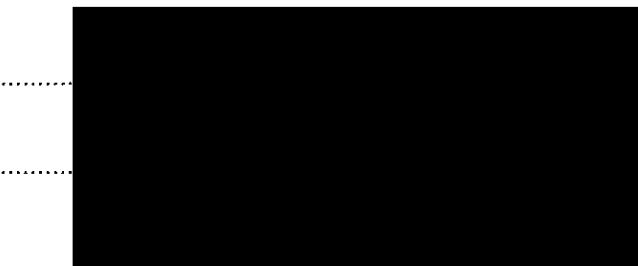
Authorised signatory

HENRY WILSON

Full Name



BARRY FULTON



Subscribed for and on behalf of

MSC DEVELOPMENT LLP

acting by a duly authorised signatory of its
designated member, **SQUARE AND
CRESCENT GROUP LTD**

at Edinburgh

on 5th September 2022

in the presence of

Witness signature

Full name

Address

[Redacted Signature]

~~Director/Secretary~~ Authorised Signatory

Simon Stuart Cook

Full Name

[Redacted Signature]

ANDREW CHRISTOPHER ROBERTSON

18 WALKER STREET

EDINBURGH

**This is the Schedule referred to in the foregoing Standard Security by MSC Development LLP
in favour of Park Securities Developments LLP**

Property

ALL and WHOLE 45 Melville Street, Edinburgh EH3 7HL and 1 Melville Crescent, Edinburgh EH3 7HW being the subjects registered in the Land Register of Scotland under title number MID85466 under exception of:

(1) ALL and WHOLE the subjects comprising ground to rear of 45 Melville Street, Edinburgh being the subjects registered under Title Number MID222891;

(2) ALL and WHOLE Flat 1, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID227988;

(3) ALL and WHOLE Flat 2, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID231528

(4) ALL and WHOLE Flat 3, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID228591

(5) ALL and WHOLE that flatted dwellinghouse on the lower ground floor level currently known as Apartment 1 of the development at Melville Crescent, Edinburgh to be known as 45A Melville Street, Edinburgh, EH3 7HL being the subjects outlined in blue and marked "Plot 1" on the development plan approved by the Keeper of the Registers of Scotland for the development registered under Title Number MID85466 on 9 September 2021 (the "**Plan**") together with a 1/11th pro-indiviso share of the ownership, in common with the other Proprietors of the Development, of the Block Common Parts (as those terms are defined in the deed of conditions by the Chargor dated 18 October 2021 and currently undergoing registration in the Land Register of Scotland under Title Number MID85466 (the "**Deed of Conditions**")) which subjects are currently undergoing registration under Title Number MID231767;

(6) ALL and WHOLE Flat 2, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID231779,

(7) ALL and WHOLE Flat 3, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID232646,

(8) ALL and WHOLE Flat 4, 1 Melville Crescent being the subjects currently undergoing registration under Title Number MID231969;

(9) ALL and WHOLE Flat 5, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID231968, and

(10) ALL and WHOLE that flatted dwellinghouse on the lower ground floor level currently known as Apartment 6 of the development at Melville Crescent, Edinburgh to be known as 1A Melville Crescent, Edinburgh, EH3 7HL being the subjects outlined in blue and marked "Plot 6" on the Plan together with a 1/11th pro-indiviso share of the ownership, in common with the other Proprietors of the Development, of the Block Common Parts (as those terms are defined in the Deed of Conditions) currently undergoing registration under Title Number MID233411.

 sc.

5-Sept-2022

**This is the Schedule referred to in the foregoing Standard Security by MSC Development LLP
in favour of Park Securities Developments LLP**

Property

ALL and WHOLE 45 Melville Street, Edinburgh EH3 7HL and 1 Melville Crescent, Edinburgh EH3 7HW being the subjects registered in the Land Register of Scotland under title number MID85466 under exception of:

- (1) ALL and WHOLE the subjects comprising ground to rear of 45 Melville Street, Edinburgh being the subjects registered under Title Number MID222891;
- (2) ALL and WHOLE Flat 1, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID227988;
- (3) ALL and WHOLE Flat 2, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID231528
- (4) ALL and WHOLE Flat 3, 45 Melville Street, Edinburgh being the subjects registered under Title Number MID228591
- (5) ALL and WHOLE that flatted dwellinghouse on the lower ground floor level currently known as Apartment 1 of the development at Melville Crescent, Edinburgh to be known as 45A Melville Street, Edinburgh, EH3 7HL being the subjects outlined in blue and marked "Plot 1" on the development plan approved by the Keeper of the Registers of Scotland for the development registered under Title Number MID85466 on 9 September 2021 (the "**Plan**") together with a 1/11th pro-indiviso share of the ownership, in common with the other Proprietors of the Development, of the Block Common Parts (as those terms are defined in the deed of conditions by the Chargor dated 18 October 2021 and currently undergoing registration in the Land Register of Scotland under Title Number MID85466 (the "**Deed of Conditions**")) which subjects are currently undergoing registration under Title Number MID231767;
- (6) ALL and WHOLE Flat 2, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID231779,
- (7) ALL and WHOLE Flat 3, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID232646,
- (8) ALL and WHOLE Flat 4, 1 Melville Crescent being the subjects currently undergoing registration under Title Number MID231969;
- (9) ALL and WHOLE Flat 5, 1 Melville Crescent, Edinburgh being the subjects currently undergoing registration under Title Number MID231968, and
- (10) ALL and WHOLE that flatted dwellinghouse on the lower ground floor level currently known as Apartment 6 of the development at Melville Crescent, Edinburgh to be known as 1A Melville Crescent, Edinburgh, EH3 7HL being the subjects outlined in blue and marked "Plot 6" on the Plan together with a 1/11th pro-indiviso share of the ownership, in common with the other Proprietors of the Development, of the Block Common Parts (as those terms are defined in the Deed of Conditions) currently undergoing registration under Title Number MID233411.



(HENRY WILSON)