



Registration of a Charge

Company name: **J & G PROPERTY INVESTMENTS LIMITED**

Company number: **10413496**



X8EPQDFC

Received for Electronic Filing: **25/09/2019**

Details of Charge

Date of creation: **20/09/2019**

Charge code: **1041 3496 0002**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description: **ALL AND WHOLE THOSE SUBJECTS KNOWN AS DUMBARTON BAPTIST CHURCH, 14 MEADOWBANK STREET, DUMBARTON, G82 1SD, CURRENTLY REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER DMB90318**

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:

JENNIFER CLAYDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10413496

Charge code: 1041 3496 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2019 and created by J & G PROPERTY INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2019 .

Given at Companies House, Cardiff on 26th September 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



J & G Property Investments Limited
(the *Chargor*)

and

The Kitchen Depot Holdings Ltd
(the *Borrower*)

in favour of

Barclays Security Trustee Limited
(the *Security Trustee*)

re: 14 Meadowbank Street, Dumbarton, G82 1SD

STANDARD SECURITY

18 SEPTEMBER 2019

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IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS STANDARD SECURITY IS EXECUTED

This Standard Security is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Standard Security.

- This is a Standard Security over the Charged Property as defined in Clause 1.1 of this Standard Security.
- The Security Trustee will hold this Standard Security as security on trust for and on behalf of the Secured Parties for all debts and other liabilities owed to one or more of the Secured Parties by the Borrower. This includes all present and future loans or facilities that each of the Finance Parties have granted or may in the future grant.
- The Chargor's liabilities and the Borrower's liabilities under this Standard Security will include any liabilities owed under any guarantee or indemnity which the Chargor or the Borrower have given to or may give to any of the Secured Parties in the future subject to the limitations set out in this Standard Security.
- If any of the debts or liabilities secured by this Standard Security are not paid when due, the Security Trustee can take possession of the Charged Property and sell it.
- This Standard Security is separate from and not limited by any other security or guarantee which the Chargor or the Borrower may have already given or may give to the Security Trustee (or any other Secured Party) in the future.

If a company/LLP incorporated in Scotland or England and Wales executes this Standard Security as Chargor, all parties understand that this document (including any attachments) will be available for inspection by any person at Companies House or upon application to the Land Register of Scotland.

THIS STANDARD SECURITY is granted by:

- (1) **J & G Property Investments Limited**, a company incorporated in England under the Companies Acts (Company Number 10413496) and having its Registered Office at 75 Aston Road, Shifnal, Shropshire, TF11 8DU (the "**Chargor**")

and

- (2) **The Kitchen Depot Holdings Ltd**, a company incorporated in England under the Companies Acts (Company Number 04805077) and having its Registered Office at Global House Horton Road, Trench, Telford, Shropshire, TF2 6PD (the "**Borrower**")

in favour of

- (3) **Barclays Security Trustee Limited** incorporated in England under the Companies Acts (Company Number 10825314) whose address for service is Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE, acting in its capacity as security trustee for and on behalf of the Secured Parties (the "**Security Trustee**")

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Act means the Coveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971;

Authorised Address means the last address given to the Security Trustee for the Chargor's and the Borrower's place of business (or any one of them if more than one) or registered office;

Authority the United Nations Security Council, the Commission of the European Union, Her Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

Barclays Group means Barclays PLC and any of its Subsidiaries;

Charged Property means ALL and WHOLE those subjects known as Dumbarton Baptist Church, 14 Meadowbank Street, Dumbarton, G82 1SD, currently registered in the Land Register of Scotland under Title Number DMB90318 including all buildings, erections and fixtures and fittings including trade fittings and fixtures (if any) (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights and benefits appurtenant thereto subject to and with the benefit of all leases, subleases, tenancies, agreements for lease, rights, options, title conditions, indemnities, guarantees, warranties and conditions affecting the same but otherwise free from any Security Interest;

Delegates means a delegate or sub-delegate appointed pursuant to Clause 20 (*Discretion and Delegation*);

Environmental Approvals means all consents of any kind relating to Environmental Laws to which the Chargor or the Charged Property or the use or occupation of the Charged Property is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, interdict, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial or other action that the Chargor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

- (a) any release, leakage or spillage at or from the Charged Property into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;
- (b) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of the Charged Property including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and
- (c) any designation of the Charged Property as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of conduct applicable to the Charged Property or the occupation or use of the Charged Property or the operation of any business from or using the Charged Property;

Finance Parties means:

- (a) Barclays Bank UK PLC;
- (b) Barclays Bank PLC; and
- (c) Barclays Mercantile Business Finance Limited;

Leases means:

- (a) lease between the Chargor and Red Laing Kitchens Ltd relative to the church building forming part of the Charged Property dated 1 August 2016;
- (b) lease between Kitchen Depot Holdings Ltd and Dawn Stuart t/a Dance Academy relative to the subjects formerly known as the Dumbarton Baptist Church and forming part of the Charged Property dated 3 and 10 November 2016;

- (c) lease between the Chargor and SM Photography relative to the shop premises with single shutter door forming part of the Charged Property dated 15 January 2018;
- (d) lease between the Chargor and Lodestone Creative CIC relative to the ground floor and first floor office premises forming part of the Charged Property dated 5 April and 26 March 2018; and
- (e) lease between the Chargor and GHB Contractors relative to the office premises first floor and rear entrance hall stairs and landings forming part of the Charged Property dated 19 November 2019.

SDN List means the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list maintained by any Authority;

Secured Parties means:

- (a) the Security Trustee;
- (b) the Finance Parties; and
- (c) any Delegate;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by the Borrower to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Security Interest means any mortgage, standard security, other security, charge, pledge, lien, assignment, assignation, encumbrance, right of set off or other security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Standard Security and ending on the date on which the Security Trustee is satisfied that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities made available by each of the Finance Parties to the Borrower have been cancelled;

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; and

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

1.2 Interpretation

- (a) In this Standard Security, except where the context otherwise requires:
 - (i) references to the "Chargor" shall include persons deriving title under the "Chargor" or who are entitled to redeem this Standard Security, the expression the "Borrower" shall include its successors in title and permitted assigns and transferees and the expression the "Secured Parties" (including references to the "Security Trustee" and the "Finance Parties") shall include references to any of their respective nominees, agents, Delegates, successors in title and permitted assigns and transferees;
 - (ii) unless otherwise indicated, references to the Security Trustee mean the Security Trustee acting in its capacity as security trustee for and on behalf of the Secured Parties;
 - (iii) **winding up** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;
 - (iv) if the Chargor or the Borrower consists of more than one entity the liability of each such entity shall be joint and several and the terms of this Standard Security shall be construed accordingly;

- (v) if the Chargor or the Borrower is a partnership, unincorporated body, association, committee, trustees or debtors on joint account, this Standard Security shall remain effective notwithstanding any change in their composition, name or style, and shall continue to secure all money and liabilities due, owing or incurred to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties by the person or persons from time to time constituting such partnership, unincorporated body, association, committee, trustees or debtors;
- (vi) references to any deed, instrument, certificate, agreement or contract (including this Standard Security) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);
- (vii) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;
- (viii) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;
- (ix) a time of day is a reference to London time; and
- (x) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- (b) The headings in this Standard Security are for ease of reference only and shall not affect its interpretation.
- (c) Where the Chargor or the Borrower is an individual and not a body corporate the continuing nature of the security hereby created shall not

be determined or affected by notice to any Secured Party of the death or mental incapacity of the Chargor or the Borrower.

- (d) Notwithstanding any other provision of this Standard Security, any security created hereunder which, at the time of being enforced, would constitute a regulated mortgage contract under Article 61(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 shall not secure any amount payable to Barclays Bank PLC or Barclays Mercantile Business Finance Limited.

2. SECURED PARTIES

Each party agrees that the Security Trustee's interests and rights under and in respect of this Standard Security shall be held by the Security Trustee on trust for and on behalf of the Secured Parties.

3. AGREEMENT TO PAY

- 3.1 The Borrower undertakes to the Security Trustee that it will on demand in writing made to the Borrower pay or discharge the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.
- 3.2 On any such demand being made, the Security Trustee may also immediately crystallise any future obligations of the Borrower to pay any amounts due under any bills or notes which are held by any Secured Party and to which the Borrower is a party whether as drawer, acceptor, maker or endorser without any deduction, withholding or set off whatsoever. The Security Trustee shall be at liberty from time to time to give time for payment of any bills of exchange, promissory notes or other securities which may have been discounted for or received on account from the Borrower by any Secured Party or on which the Borrower shall or may be liable as drawer, acceptor, maker endorser or otherwise to any parties liable thereon or thereto as the Security Trustee in its absolute discretion shall think fit without releasing the Chargor or the Chargor's liability or the Borrower's liability under this Standard Security or the security created by it.

- 3.3 The continuing nature of the security created by this Standard Security may be determined at the expiration of three calendar months after the receipt by the Security Trustee from the Chargor or the Borrower of notice in writing to determine it and the amount secured by this Standard Security in respect of such liabilities shall on the expiration of such notice be crystallised except as regards unascertained or contingent liabilities and additional sums for interest, and reasonable costs and expenses.
- 3.4 Interest on the Secured Obligations shall be payable from the date of demand for payment being made until the date of actual payment or discharge and shall be payable at such rate or rates and upon such terms as may from time to time be agreed, and interest shall be computed and compounded according to the usual practice for the time being of the Secured Party to which the relevant Secured Obligations are owed and shall be payable both before and after any demand, judgment, bankruptcy, insolvency, liquidation or administration or any other analogous procedure applying to the Borrower.

4. SECURITY

4.1 General

All security created by the Chargor under this Clause 4 is:

- (a) continuing security for the payment and discharge of the Secured Obligations;
- (b) granted in respect of all the right, title and interest (if any), present and future of the Chargor in and to the Charged Property; and
- (c) granted in favour of the Security Trustee to hold on trust for and on behalf of the Secured Parties.

4.2 Standard Security

The Chargor hereby grants a standard security in favour of the Security Trustee over the Charged Property and hereby assigns absolutely and agrees to assign absolutely to the Security Trustee (subject to re-assignment on discharge of the Secured Obligations) all

rights and claims to which the Chargor is now or may hereafter become entitled in relation to the Charged Property.

4.3 Standard Conditions

- (a) The Standard Conditions shall apply except to the extent that they are varied by the terms of this Standard Security and without limitation the Chargor and the Borrower agree that the Standard Conditions shall be varied in accordance with the following provisions of this Clause 4.3. For the avoidance of doubt references in the Standard Conditions to the debtor are references to the Chargor and/or the Borrower (as applicable) and references to the creditor are references to the Security Trustee, the Secured Parties and/or the Finance Parties (as appropriate).
- (b) Standard Condition 7 shall be varied to the effect that:
 - (i) the Security Trustee shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2); and
 - (ii) the interest rate for the purposes of Standard Condition 7(3) shall be such rate or rates and upon such terms as may from time to time be agreed.
- (c) For the purpose of Standard Condition 9(1) in addition to the circumstances set out in that Standard Condition the Borrower shall also be held to be in default at any time after the security created by this Standard Security has become enforceable and in the event of the Borrower so being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Trustee (or any other Secured Party) by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Security Trustee will be entitled to exercise any of the remedies available to a creditor on default of a debtor by virtue of the provisions of the Act.

4.4 Ownership

The Chargor has good and marketable title to, the Charged Property, free from any Security Interest (other than that created by or pursuant to this Standard Security).

5. LIMITATIONS

- 5.1 Notwithstanding anything contained to the contrary in this Standard Security, the total sum recoverable under this Standard Security shall, if applicable, be limited on the basis set out below.
- 5.2 The total sum recoverable under this Standard Security shall not be limited.

6. REPRESENTATIONS

- 6.1 The Chargor and, where appropriate, the Borrower each represents and warrants that:
- (a) it has full power and authority and is legally empowered to enter into this Standard Security and to grant security over the Charged Property on the terms set out herein;
 - (b) it has taken all necessary actions (including corporate actions) to authorise the acceptance of and the exercise of its rights under this Standard Security and the performance of its obligations under this Standard Security and all other documents to be entered into by it in connection therewith;
 - (c) there is no legal or other restriction on its ability to enter into and perform its obligations in respect of this Standard Security, including that such entry or performance will not constitute a breach of any law, regulation or official directive to which it is subject or any agreement by which it is bound;
 - (d) this Standard Security will be valid, binding and enforceable in accordance with its terms;
 - (e) the Chargor nor the Borrower nor any of their affiliates are either:
 - (i) listed, or owned or controlled, directly or indirectly, by any person which is listed, on an SDN List; or
 - (ii) located, organised or resident in a country which is the subject of sanctions by any Authority; and

- (f) no Security Interest (other than the Security Interests created or expressed to be created by or pursuant to this Standard Security) exists on, over or in relation to the whole or any part of the Charged Property at the date of this Standard Security.

Each of the above representations of this Clause 6 will be correct and complied with in all respects at all times during the Security Period as if repeated by reference to the then existing circumstances.

6.2 Any Chargor and any Borrower (as applicable) that is not incorporated or domiciled in Scotland also represents and warrants that:

- (a) the choice of Scots law as the governing law of this Standard Security will be recognised and enforced in its jurisdiction of incorporation or country of domicile (as applicable);
- (b) any judgment obtained in Scotland in relation to this Standard Security will be recognised and enforced in its jurisdiction of incorporation or country of domicile (as applicable);
- (c) it is not required under the law of its jurisdiction of incorporation or country of domicile (as applicable) to make any deduction for or on account of tax from any payment it may make under this Standard Security; and
- (d) (other than in respect of the Chargor incorporated in England and Wales where registration with the Registrar of Companies in England would be required) under the law of its jurisdiction of incorporation or country of domicile (as applicable) it is not necessary that this Standard Security be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Standard Security or the transactions contemplated by this Standard Security.

7. GENERAL UNDERTAKINGS

7.1 The Chargor and the Borrower each undertakes to procure that:

- (a) it shall not make any material change in the scope or nature of its business;

- (b) if it is a partnership, it shall notify the Security Trustee in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change; and
- (c) if it comprises one or more trustees, it shall give to the Security Trustee not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be effected without the prior written consent of the Security Trustee) and shall notify the Security Trustee in writing immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee.

8. UNDERTAKINGS

8.1 General

- (a) The Chargor undertakes to the Security Trustee that during the continuance of this Standard Security that it will not (without the prior written consent of the Security Trustee):
 - (i) create or agree to create or permit to subsist any standard security or other fixed charge or other Security Interest of any kind over the Charged Property;
 - (ii) sell, assign, transfer, part with or share possession or otherwise dispose of or deal with its interest in the Charged Property;
 - (iii) create or grant any interest in the Charged Property in favour of a third party; or
 - (iv) sever or remove any of the fixtures forming part of the Charged Property if to do so would be reasonably expected to have a materially adverse effect on the value, saleability or use of the Charged Property or the enforceability of this Standard Security.
- (b) During the continuance of this Standard Security no power of granting or agreeing to grant or of accepting or agreeing to accept renunciations or surrenders of leases or tenancies of the Charged Property or any part thereof shall

be capable of being exercised by the Chargor without the prior consent in writing of the Security Trustee.

- (c) During the continuance of this Standard Security the Chargor shall have no power to vary the terms of any lease or sublease of or relating to the Charged Property or any part thereof without the prior consent in writing of the Security Trustee (not to be unreasonably withheld).
- (d) The Chargor hereby undertakes to the Security Trustee that:
 - (i) immediately upon execution of this Standard Security to deposit with the Security Trustee all deeds and documents relating to any occupational interest at the Charged Property and any title insurance policies unless held by the Chargor's solicitor to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter any further such deeds and other documents relating to such occupational interests or title insurance policies, promptly upon coming into possession of any of those items;
 - (ii) without prejudice to paragraph (i) above, following execution of this Standard Security on written demand to deposit with the Security Trustee all title deeds and other documents constituting or evidencing title to the Charged Property unless held by the Chargor's solicitor to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter on written demand any further such title deeds and documents; and
 - (iii) the Chargor will comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws or regulations, in each case relating to the Charged Property.

8.2 Environment

The Chargor undertakes to the Security Trustee that during the continuance of the security constituted by this Standard Security it shall at all times:

- (a) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Charged Property comply in all respects with all Environmental Laws and Environmental Approvals;
- (b) promptly on becoming aware of it inform the Security Trustee of any Environmental Claim which has been made or threatened against the Chargor or any occupier of the Charged Property setting out the action which is to be taken with respect to that Environmental Claim; and
- (c) notify the Security Trustee promptly on becoming aware of any Environmental Contamination at or brought on to the Charged Property or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Charged Property or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the environment.

8.3 Compliance

During the continuance of this Standard Security the Chargor shall:

- (a) obtain and maintain all consents and observe and perform all undertakings, stipulations, requirements, court orders, regulations and obligations from time to time affecting the Charged Property and comply with all requirements of any authority and all obligations under any statute, bye-laws, and regulations relating to the whole or any part of the Charged Property; and
- (b) give full details to the Security Trustee of any notice, order, direction, designation, resolution, proposal or other matter given or made by any authority (whether or not under any planning legislation, regulations and/or bye-laws) and relating to the Charged Property or the area in which the Charged Property is situated and if required by the Security Trustee take all necessary steps to comply with such notice.

8.4 Pay outgoings

During the continuance of this Standard Security the Chargor shall punctually pay or cause to be paid all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time payable, charged, assessed on or in respect of the Charged Property or any part of it.

9. INFORMATION AND ACCESS

The Chargor shall:

- (a) from time to time on request of the Security Trustee, provide the Security Trustee with such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of this Standard Security;
- (b) permit the Security Trustee, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect the Charged Property (including, without limitation, for the purposes of conducting a valuation of the Charged Property) provided that any damage caused by the said parties will be made good by the Security Trustee; and
- (c) promptly notify the Security Trustee of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it or any of its Subsidiaries or any other event which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice the Charged Property or result in the security created by this Standard Security becoming enforceable.

10. OBLIGATIONS WHERE THE CHARGED PROPERTY IS LEASEHOLD

The Chargor undertakes to the Security Trustee in respect of the Charged Property (where the Charged Property is leasehold) as follows:

- (a) not at any time without the Security Trustee's prior consent in writing to renounce or surrender to the landlord of the Charged Property (the "**Landlord**") (whether formally or informally) any lease under which the Charged Property is held or otherwise in any way voluntarily to give up possession of the Charged Property to the Landlord or to vary the terms of the lease;

- (b) to comply forthwith with any notice served on the Chargor by the Landlord concerning and right of re-entry or irritancy under any provision or term in any lease under which the Charged Property is held for a breach of any obligation or condition in the lease;
- (c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against irritancy) to prevent the Landlord from lawfully exercising a right peaceably to re-enter the Charged Property;
- (d) to inform the Security Trustee forthwith (and in any event prior to leaving the Charged Property vacant) of any intention to leave the Charged Property vacant for a period in the case of residential property of 28 days or more and in the case of commercial property for 14 days or more;
- (e) to comply at all times with the obligations on the Chargor's part contained in the lease under which the Charged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Security Trustee following receipt of a request to that effect from the Security Trustee due evidence of the payment to the Landlord of all such sums;
- (f) forthwith on receipt of the same to forward to the Security Trustee copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any obligation contained in the lease; and
- (g) to advise the Security Trustee forthwith (and thereafter to keep the Security Trustee fully informed as to the progress) of any dispute or potential dispute between the Chargor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.

11. FURTHER UNDERTAKINGS

The Chargor by executing this Standard Security undertakes to the Security Trustee that the Chargor during the continuance of this Standard Security:

- (a) will keep all buildings now or for the time being subject to this Standard Security adequately insured against loss or damage by fire and such other risks as the

Security Trustee may from time to time require to the full replacement value thereof (having regard to any possible increases in building costs and including the costs of demolition, costs of alternative accommodation and architect's, engineer's, surveyor's and other professional fees) with an insurance office or underwriters approved by the Security Trustee in writing from time to time and if so required by the Security Trustee in the joint names of the Chargor (if applicable and required by the Security Trustee) and the Security Trustee and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due or, if a shorter time period, the time period for payment specified by the insurers, and will on demand produce to the Security Trustee the policies of such insurance and the receipts for such payments;

- (b) will keep all buildings now or for the time being subject to this Standard Security in good repair and condition;
- (c) will keep all the utilities on the Charged Property and/or serving the Charged Property and any heating system in good working order;
- (d) will not without the prior consent of the Security Trustee make any structural or material alteration to the Charged Property which consent will not be unreasonably withheld or delayed where such works will not materially adversely impact the value of the Charged Property;
- (e) will duly and with reasonable expedition complete any building operations commenced at any time by the Chargor on the Charged Property;
- (f) acknowledges at any time after payment of the monies secured by this Standard Security has been demanded or if default shall be made the Chargor in performing any of the above obligations the Security Trustee may as the case may be insure and keep insured the said buildings in any sum which the Security Trustee may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Charged Property for any of those purposes without thereby becoming a heritable creditor in possession);

- (g) will manage the Charged Property, any person occupying the whole or any part of the Charged Property in accordance the principles of good estate management and in any manner that the Security Trustee in its sole discretion may require; and
- (h) acknowledges all monies expended by the Security Trustee under this provision shall be deemed to be properly paid by the Security Trustee.

12. APPLICATION OF INSURANCE PROCEEDS

All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Chargor in pursuance of his obligation under the undertaking contained in Clause 11 (*Further Undertakings*) of this Standard Security or independently of or otherwise than in pursuance of such obligation) shall as the Security Trustee requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Security Trustee in or towards payment of the monies for the time being secured by this Standard Security or such part or parts thereof as the Security Trustee may require.

13. ENFORCEMENT

13.1 On and after service of a default notice or any failure to pay any of the Secured Obligations when they fall due or a request from the Borrower to the Security Trustee that it exercise any of its powers under this Standard Security (or if any steps are taken to appoint an administrator of the Chargor (if the Chargor is a company or limited liability partnership) or any steps are taken to appoint a trustee in bankruptcy in respect of the Chargor or its assets (if the Chargor is an individual)), the Security Interests created by and under this Standard Security shall be immediately enforceable and the Security Trustee shall be entitled to:

- (a) enforce all or any part of the Security Interests created by this Standard Security at the times, in the manner and on the terms it thinks fit;
- (b) exercise all powers and rights conferred on the Bank by the Act as varied and extended by this Standard Security; and

- (c) exercise to the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Standard Security (either expressly or impliedly) in relation to the whole of the Charged Property or any part of it.

13.2 If no default notice has been served on the Borrower, the Security Trustee shall as soon as reasonably practicable after exercising any power pursuant to Clause 13.1 above notify the Borrower of such exercise.

13.3 None of the Secured Parties shall, by reason of it entering into possession of the Charged Property or any part of it, be liable to account as heritable creditor in possession or be liable for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.

14. FURTHER ASSURANCES

14.1 The Chargor shall on demand execute any document and do any other act or thing (in either case, at the expense of the Borrower which the Security Trustee (or any other Secured Party) may reasonably specify for protecting, preserving or creating any security created or intended to be created by this Standard Security or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Trustee (or any other Secured Party) under this Standard Security, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the Charged Property to be charged which the Security Trustee (or any other Secured Party) may reasonably request.

14.2 The Chargor by executing this Standard Security irrevocably appoints each of the Security Trustee and any Delegate appointed under this Standard Security jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

- (a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which the Security Trustee or such Delegate may require for perfecting the title of the Security Trustee to the Charged Property or for

vesting the same in the Security Trustee, its nominees or any purchaser or generally for any of the purposes set out in this Standard Security;

- (b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or Delegate under this Standard Security or which may be deemed expedient by the Security Trustee or a Delegate in connection with any disposal, realisation or getting in by the Security Trustee or such Delegate of the Charged Property or any part thereof or in connection with any other exercise of any power under this Standard Security.

- 14.3 The Chargor shall ratify and confirm all transactions entered into by the Security Trustee or any Delegate in the exercise or purported exercise of the Security Trustee's powers and all things done by the Security Trustee or Delegate by virtue of any power of attorney given by this Clause 14.

15. COSTS AND EXPENSES

- 15.1 All costs, charges and expenses incurred under this Standard Security by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party) and their nominees, agents and Delegates) and all other monies paid by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party) and their nominees, agents and Delegates) in perfecting or otherwise in connection with this security or in respect of the Charged Property including (without prejudice to the generality of the foregoing) all monies expended by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party) and their nominees, agents and Delegates) under Clause 11 (*Further Undertakings*) of this Standard Security and all costs of the Security Trustee or any other Secured Party and their nominees, agents and Delegates of all proceedings for enforcement of the security constituted by this Standard Security or for obtaining payment of the monies secured by this Standard Security or any part thereof or arising out of or in connection with the acts authorised by Clause 14 (*Further Assurances*) (and so that any taxation of the Security Trustee's costs, charges and expenses shall be on

the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Chargor or the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly and shall be charged on the Charged Property and the security conferred by this Standard Security shall be in addition and without prejudice to any and every other remedy, lien or security which the Security Trustee (or any other Secured Party) may have or but for the said security would have for the monies secured by this Standard Security or any part thereof.

- 15.2 The Borrower shall on demand pay to or fully indemnify the Secured Parties or nominee on an after-tax basis against all losses, actions, claims, costs (including legal costs), expenses, proceedings, liabilities and expenditure which any Secured Party may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by the Borrower or a third person) being impeached or declared void for any reason whatsoever.
- 15.3 Where, pursuant to Clause 15.1 or 15.2 above, a sum is paid to the Secured Parties (or their nominees, agents or Delegates), the Borrower shall, in addition, pay to any Secured Party in respect of value added tax:
- (a) (except where the payment falls within paragraph (b) below), such amount as equals any value added tax charged to the relevant Secured Party (or their nominees, agents or Delegates) in respect of the matter which gives rise to the payment and which the relevant Secured Party (or their nominees, agents or Delegates) certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and
 - (b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the relevant Secured Party (or their nominees, agents or Delegates) as agent for the Borrower such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the relevant Secured Party (or their nominees, agents or Delegates) shall provide the Borrower with an appropriate tax invoice in respect of such item, naming the Borrower as recipient of the relevant supply).

- 15.4 The Chargor and the Borrower agree that no Secured Party will be held responsible for any loss suffered as a result of exercise of or failure to exercise by the Security Trustee (or any other Secured Party) of its rights under this Standard Security, except in the case of gross negligence or wilful default of the relevant Secured Party.

16. CONTINUING SECURITY

This Standard Security shall be continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Secured Parties prior to the execution of this Standard Security relating to the Charged Property or to any other property or any other security which the Security Trustee may now or at any time after the date of this Standard Security hold on trust for and on behalf of the Secured Parties in respect of the monies secured by this Standard Security or any of them or any part thereof respectively.

17. ACCOUNTS

If any Secured Party receives notice that the Chargor has encumbered or disposed of the Charged Property or any part thereof or on the expiration of written notice given under the provisions of Clause 3.3 (*Agreement to Pay*) the Security Trustee (or any other Secured Party) shall be entitled to close the accounts of the Borrower and to open a new account or accounts and (without prejudice to any right of the Security Trustee (or any other Secured Party) to combine accounts) no money paid into or carried to the Borrower's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Secured Party on any such closed account. If any Secured Party does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Borrower to each Secured Party shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower at the time when it received such notice.

18. SET OFF

- 18.1 The Security Trustee and any other Secured Party may at any time and from time to time without notice (but shall not be obliged to) set off (i) any obligation which is due and payable by the Borrower to the Security Trustee, any other Secured Party and/or any other member of the Barclays Group and is unpaid against (ii) any obligation (whether or not matured) owed by the Security Trustee, any other Secured Party and/or any other member of the Barclays Group to the Borrower, (with the difference between the amounts in (i) and (ii) being the "**Set Off Amount**") regardless of the place of payment, booking branch or currency of either obligation. Pursuant to the rights in the preceding sentence, any Secured Party may (and the Security Trustee may direct a Secured Party or other member of the Barclays Group to) debit an account held by the Borrower, with any member of the Barclays Group by an amount up to and including the Set Off Amount.
- 18.2 If the obligations are in different currencies, the Security Trustee and any other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Security Trustee (or any other Secured Party) (as applicable) with less than the amount due, the Borrower must make good the amount of the shortfall on demand.
- 18.3 The Security Trustee and any other Secured Party may in its absolute discretion estimate the amount of any liability of the Borrower which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee or Secured Party (as applicable) to the Borrower unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

19. PROCEEDS FROM THE CHARGED PROPERTY

- 19.1 If the the Security Trustee enters possession of the Charged Property and the Chargor fails to remove from the Charged Property any fittings, fixtures or any other moveable property on the Charged Property, after being called upon by the Security Trustee by notice in writing to remove the same within 14 days, the

Security Trustee may as agent of the Chargor remove and sell any such fittings, fixtures or any other moveable property on the Charged Property and the net proceeds of sale thereof shall be paid to the Chargor on demand and the Security Trustee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Borrower to the Security Trustee (or any other Secured Party).

19.2 Without prejudice to the provisions of Clause 19.1, no Secured Party will be liable for any loss or damage suffered by or caused to the Chargor by the exercise of these rights available to the Security Trustee and the Chargor will be bound to indemnify the Bank against all expenses incurred by it in connection with or incidental to the removal and sale of any fittings, fixtures or any other moveable property on the Charged Property and against all claims by or liability to any third party asserting ownership of any item.

19.3 The Chargor hereby undertakes to the Security Trustee to pay any sums which become payable by the Chargor under the Agricultural Holdings (Scotland) Act 2003 or under any other statute for compensation costs or otherwise to a tenant of the Charged Property or any part thereof failing which the Security Trustee may either pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any monies paid by the Security Trustee under this Clause 19 shall be deemed to be expenses properly incurred by the Security Trustee hereunder.

20. DISCRETION AND DELEGATION

20.1 Any liberty or power which may be exercised or any determination which may be made under this Standard Security by the Security Trustee may be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

20.2 The Security Trustee may at any time delegate all or any of the rights conferred on it by this Standard Security.

- 20.3 The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Trustee may think fit.
- 20.4 Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee itself or any subsequent delegation or revocation.
- 20.5 Under no circumstances shall the Security Trustee, nor any Secured Party, nor Delegate, nor any officer, agent or employee of any of them be liable to the Chargor, the Borrower or any other person, as the case may be, as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

21. RELEASE

The Charged Property shall not be released by time being given to the Chargor or the Borrower or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Security Trustee) and any monies which may not be otherwise recoverable under this Standard Security by reason of any legal limitation, disability or incapacity on or of the Chargor or the Borrower shall nevertheless be recoverable from the Charged Property as though such monies had been advanced to the Borrower as if the Borrower were the sole or principal debtor in respect thereof and this Standard Security had secured such indebtedness.

22. BANKRUPTCY, WINDING UP

In the event of the bankruptcy or winding-up or any arrangement with the creditors of the Borrower any monies secured by this Standard Security shall be deemed to continue due and owing to the Security Trustee until the same are actually paid and any dividends or payments received by the Secured Parties shall be taken and applied as payments in gross and shall not prejudice the right of the Secured Parties to recover out of the Charged Property all the monies secured by this Standard Security.

23. TRANSFERS AND DISCLOSURE

- 23.1 Neither the Chargor nor the Borrower may assign or otherwise transfer any of its rights or obligations under this Standard Security.
- 23.2 The Secured Parties may at any time sell, assign, novate, securitise or otherwise transfer all or any part of their rights or obligations under this Standard Security to any person at any time (a "**Transferee**"). The Chargor and the Borrower each consents to the disclosure by the Secured Parties of any information and documentation directly or indirectly concerning this Standard Security to any prospective or actual Transferee.
- 23.3 The Secured Parties may disclose any information relevant to this Standard Security in the Secured Parties' possession relating to the Chargor or the Borrower to:
- (a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;
 - (b) a government, banking, taxation or other regulatory authority;
 - (c) any person in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time;
 - (d) any person who may otherwise enter into contractual relations with any member of the Barclays Group in connection with this Standard Security;
 - (e) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body;
 - (f) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;
 - (g) any credit reference agency; and
 - (h) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

24. FORBEARANCE

No delay or omission on the part of the Security Trustee (or any other Secured Party) in exercising any right, power or privilege under this Standard Security will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

25. NOTICES, COMMUNICATIONS AND DEMANDS

- 25.1 Any notice, communication or demand under or in connection with this Standard Security shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by any Secured Party, may be made or given by any manager, officer or agent of that Secured Party or of any branch of that Secured Party.
- 25.2 Any notice, communication or demand made or delivered under or in connection this Standard Security to the Chargor or the Borrower will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.
- 25.3 Any notice to any Secured Party shall be addressed in writing and sent by post to Barclays Bank PLC Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway Birmingham, B2 2XE and shall only be effective in the case of a letter which is sent by post, in a first-class pre-paid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00am on the next succeeding day upon which delivery of a letter is made.
- 25.4 Demands under this Standard Security may be made from time to time and, at any time, the liabilities and obligations of the Chargor and the Borrower under this Standard Security may be enforced, irrespective of:
- (a) whether any demands, steps or proceedings are being or have been made or taken against any third party; or

- (b) whether or in what order any security to which any Secured Party may be entitled in respect of the monies and liabilities hereby undertaken to be paid or discharged by the Borrower and any other obligations secured under this Standard Security is enforced.

26. MISCELLANEOUS PROVISIONS

- 26.1 Any party to this Standard Security which is a company or limited liability partnership certifies that this Standard Security does not contravene any of the provisions of its constitutional documents.
- 26.2 If at any time any provision of this Standard Security is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired.
- 26.3 Save as otherwise provided for in this Standard Security, a person who is not a party to this Standard Security has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce or to enjoy the benefits of this Standard Security.
- 26.4 The Finance Parties and any nominee, agent or Delegate may, subject to this Clause 26 and the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise, rely on any clause of this Standard Security.
- 26.5 Notwithstanding any term of this Standard Security, the consent of any person who is not a party is not required to rescind or vary this Standard Security or any other agreement entered into under or in connection with it.

27. GOVERNING LAW AND JURISDICTION

- 27.1 This Standard Security and any non-contractual obligations arising from or in connection with it shall be governed by, and shall be construed in accordance with, the laws of Scotland.
- 27.2 Each party irrevocably submits, for the exclusive benefit of the Secured Parties, to the jurisdiction of the Scottish courts (but without prejudice to the Secured Parties' right to commence proceedings against any party in any other jurisdiction)

and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

28. WARRANTICE



The Chargor grants warrantice but excluding therefrom the Leases.

29. CONSENT TO REGISTRATION


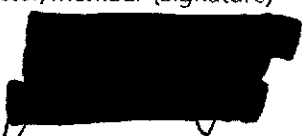
The Chargor and the Borrower each consents to the registration of this Standard Security and any certificate issued by the Security Trustee which specifies the amount of the Secured Obligations then due for preservation and execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 30 pages is executed as follows:

SUBSCRIBED for and on behalf of the Chargor

by		<u>JAMES ANTHONY McCAY</u>
	Director/Member (Signature)	Director/Member (Print Full Name)
and		<u>GRACE G. McCAY</u>
	Director/Secretary/Member (Signature)	Director/Secretary/Member (Print Full Name)
at	<u>WINTER GARDENS TENERIFE</u>	
on	<u>1st September 2019</u>	

SUBSCRIBED for and on behalf of the Borrower

by		<u>JAMES ANTHONY McCAY</u>
	Director/Member (Signature)	Director/Member (Print Full Name)
and		<u>GRACE G. McCAY</u>
	Director/Secretary/Member (Signature)	Director/Secretary/Member (Print Full Name)
at	<u>WINTER GARDENS TENERIFE</u>	
on	<u>1st Sept. 2019</u>	