

STANDARD SECURITY

by

ROYAL ZOOLOGICAL SOCIETY OF SCOTLAND

in favour of

THE SCOTTISH MINISTERS

Subjects: Gatehouse & Shop, Edinburgh Zoo, 134 Corstorphine Road, Edinburgh, EH12 6TS

MACROBERTS

LLP

STANDARD SECURITY

by

- (1) **Royal Zoological Society of Scotland**, established by Royal Charter and a charity registered in Scotland with the Office of the Scottish Charity Regulator (Registered Charity Number SC004064), having its Head Office at Edinburgh Zoo, 134 Corstorphine Road, Edinburgh, EH12 6TS (the "**Chargor**")

in favour of

- (2) **The Scottish Ministers** in terms of the Scotland Act 1998, Victoria Quay, Leith, Edinburgh EH6 6QQ (the "**Scottish Ministers**");

Whereas:

- (A) the Scottish Ministers have provided and will provide certain loan facilities to the Chargor;
- (B) one of the conditions precedent to the provision of facilities to the Chargor is that the Chargor grants to the Scottish Ministers this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 Definitions and Interpretation

1.1 In this Standard Security:

"**Business Day**" means any day (other than a Saturday or Sunday or statutory bank holiday) in Edinburgh or Glasgow;

"**Event of Default**" has the meaning given to that expression in the Loan Agreement.

"**Finance Document**" means a "Finance Document" under and in terms of the Loan Agreement;

"**Loan Agreement**" means the Loan Facility Agreement between the Scottish Ministers and the Chargor dated on or around the date hereof;

"**Secured Obligations**" means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due and owing by the Chargor to the Scottish Ministers under the Finance Documents; and

"**Security Subjects**" means ALL and WHOLE the subjects at Edinburgh Zoo, 134 Corstorphine Road, Edinburgh, EH12 6TS tinted pink on the plan annexed and executed as relative hereto, which subjects form PART and PORTION of the subjects more particularly described in (FIRST) Feu Charter by The Lord Provost, Magistrates and Council of the City of Edinburgh in favour of the Chargor dated 17 March 1914 and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh on 07 April 1914; (SECOND) Feu Charter by The Lord Provost, Magistrates and Council of the City of Edinburgh in favour of the Chargor dated 03 April 1930 and recorded in the said Division of the General Register of Sasines on 20 May 1930; and (THIRD) Disposition by Mrs. Ruby Pringle Laird or Long and Mrs. Edith Pringle Laird or Simpson in favour of the Chargor dated 09 February and 01 May 1942 and recorded in the said Division of the General Register of Sasines on 12

November 1942; Which subjects are hereby secured TOGETHER WITH (One) the whole buildings and erections thereon; (Two) the fittings and fixtures therein and thereon; (Three) the parts, privileges and pertinents thereof; (Four) the whole rights common, mutual and exclusive effering thereto; and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

- 1.2 Unless a contrary indication appears, any reference in this Instrument to:
- 1.2.1 any "**Chargor**", "the **Scottish Ministers**" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
 - 1.2.2 "**assets**" includes present and future properties, revenues and rights of every description;
 - 1.2.3 any reference to "**Loan Agreement**" or "**Finance Document**" or to any other agreement or instrument is a reference to that Loan Agreement and/or Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
 - 1.2.4 a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - 1.2.5 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - 1.2.6 a provision of law is a reference to that provision as from time to time amended or re-enacted;
 - 1.2.7 "**disposal**" includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and "dispose" shall be construed accordingly);
 - 1.2.8 "**document**" includes any deed, instrument (including negotiable instrument) or other document of any kind;
 - 1.2.9 any matter "**including**" specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to "**include**" shall be construed accordingly);
 - 1.2.10 the "**winding-up**", "**dissolution**" or "**administration**" of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
 - 1.2.11 Clauses are to the clauses to this Standard Security.
 - 1.2.12 Clause headings are for ease of reference only.
 - 1.2.13 Words in the singular shall import the plural and vice versa.

1.2.14 Words defined in the Companies Act 2006 have the same meanings in this Standard Security.

1.2.15 In the event of any conflict or inconsistency between this Standard Security and the Loan Agreement then the provisions of the Loan Agreement shall take precedence.

2 Bond

The Chargor undertakes to the Scottish Ministers that it will pay or discharge to the Scottish Ministers all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise).

3 Charge

The Chargor hereby in security of the Secured Obligations grants a standard security in favour of the Scottish Ministers over the Security Subjects.

4 Standard Conditions

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply. And we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Scottish Ministers; (b) the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value; and (c) wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Loan Agreement.

5 Notice of Subsequent Charge

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

6 Application of Enforcement Proceeds

6.1 All monies received by the Scottish Ministers under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Scottish Ministers under this Standard Security, in the following order and manner:

6.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Scottish Ministers under or in connection with this Standard Security;

6.1.2 in or towards payment of the Secured Obligations in any order and manner that the Lender determines; and

6.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

6.2 Nothing contained in this Instrument shall limit the right of the Scottish Ministers (and the Chargor acknowledges that the Scottish Ministers are so entitled) if and for so long as the Scottish Ministers, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

7 Notices

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

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

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

7.2 The address for notices to the Chargor is the address shown on page 1 of this Standard Security or such other address as the Chargor may notify to the Scottish Ministers by not less than five Business Days' notice.

7.3 The address for notices to each of the Scottish Ministers is their address shown on page 1 of this Standard Security or such other address as any of them may notify to the Chargor by not less than five Business Days' notice.

8 Release

Once the Secured Obligations have been paid or discharged in full, the Scottish Ministers shall, at the request and reasonable cost of the Chargor, take any action which is necessary to release the security created (or expressed to be created) by this Standard Security and execute and deliver such further deeds and documents as the Chargor may reasonably require to give effect to this Clause 8.

9 Governing Law and Jurisdiction

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Scottish Ministers, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Scottish Ministers to proceed against the Chargor in any other appropriate jurisdiction.

of the

10 **Warrandice and Consent to Registration**

10.1 The Chargor hereby grants warrandice.

10.2 A certificate signed by any official, manager or equivalent account officer of the Scottish Ministers shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and, on and after the enforcement of the security hereby granted, execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding five pages together with the plan annexed are executed as follows:

SUBSCRIBED for and on behalf of the said
ROYAL ZOOLOGICAL SOCIETY OF SCOTLAND

[Redacted]

Director / Authorised Signatory

TERENY ALASTAIR PEAT
Print name

at [Redacted] on 11th June 2020

in the presence of:

[Redacted] Witness

Full Name: [Redacted]
Address: [Redacted]

[Redacted]

Director / Authorised Signatory

THOMAS MITCHELL
Print name

at Edinburgh on 11th June 2020

in the presence of:

[Redacted] Witness

Full Name: [Redacted]
Address: [Redacted]

is the plan referred to in the foregoing standard security given
the Royal Zoological Society of Scotland in favour of the Scottish Ministers.

Millar & Bryce

Subjects at Edinburgh Zoo, Edinburgh



Reference: 0326313/FA

Co-ordinates at Centre:

Scale:

Version: 4.0

Easting: 320,854

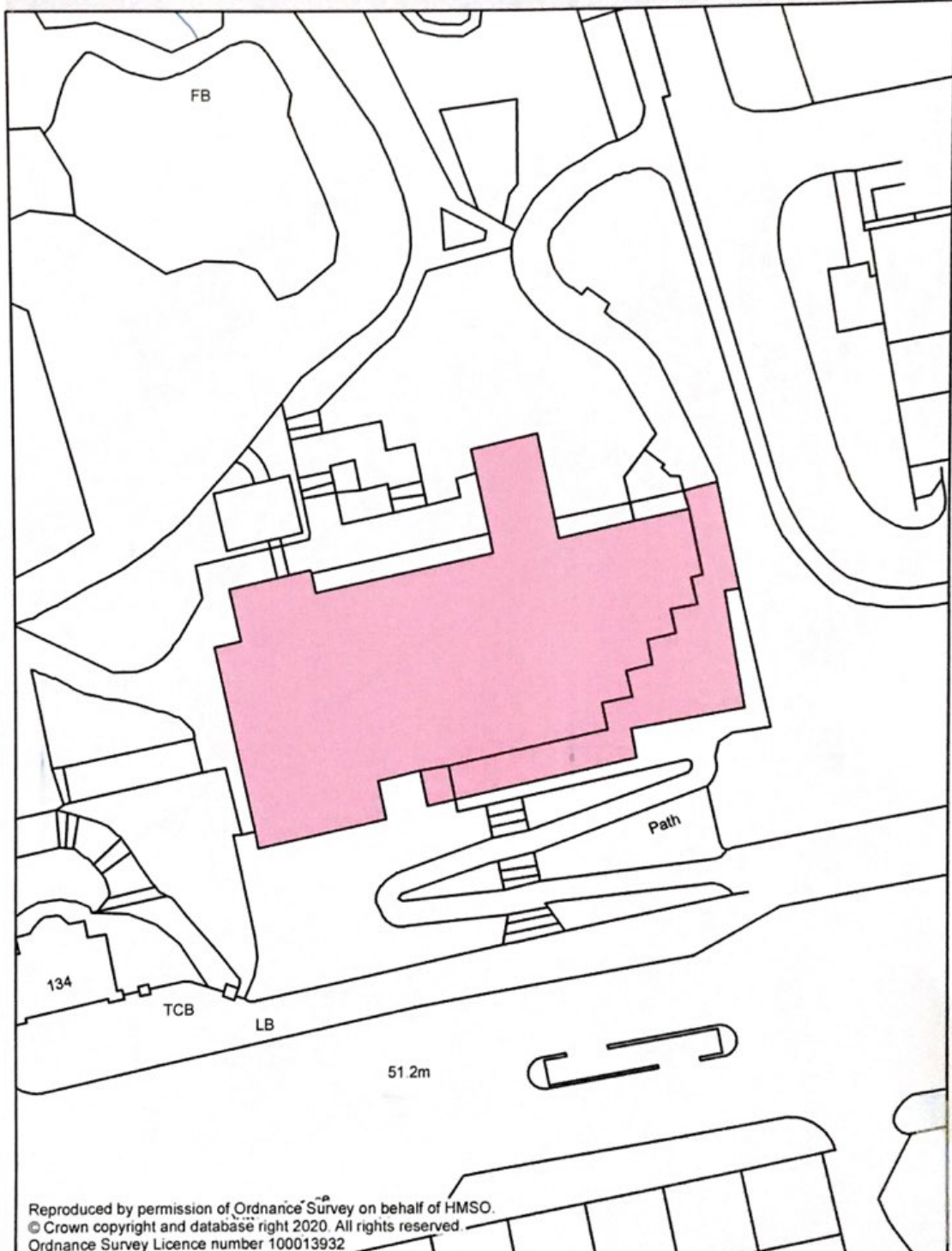
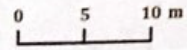
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Date: June 2020

Northing: 672,881

Paper Size:

A4



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