WE, LUXE ESCAPES BRECHIN LTD incorporated under the Companies Acts (Registered Number SC825238) and having its Registered Office at Coultra Steading, Nr The Gauldy, Newport on Tay, Fife (the "Debtor") have entered into a loan agreement with DONNIE JOHN CALDER and LAUREN CALDER, both The Craig, Cromler Drive, Invergordon, IV18 OBA and CALDER PROPERTY MANAGEMENT (SCOTLAND) LTD a company incorporated under the Companies Acts with company number SC770368 and having its registered office at The Craig, Cromler Drive aforesaid as trustees of the CALDER FAMILY SSAS constituted by definitive trust deed and rules dated 1 July 2023 as supplemented and amended from time to time (the "Creditor") which loan agreement is dated at even date with these presents (such agreement, as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced, from time to time, being referred to as the "Loan Agreement") in terms of which, we have undertaken inter alia to repay all sums falling due thereunder to the Creditor DO HEREBY in security of the performance by us of all present and future obligations upon us in terms of the Loan Agreement GRANT a Standard Security in favour of the Creditor over ALL and WHOLE those subjects known as and forming Balbirnie Mill House, Brechin, DD9 7PN: Together with (i) the whole buildings and erections thereon, (ii) the whole fixtures and fittings therein and thereon, (iii) the Debtor's whole right, title and interest, present and future therein and thereto; and (iv) the whole rights, parts, privileges and pertinents thereof, title to which property is registered in the Land Register of Scotland under Title Number ANG13866 (referred to as the "Security Subject"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation of them operative for the time being (the "Standard Conditions"), varied as mentioned below, apply; And we agree that the Standard Conditions are varied to the effect specified in the Schedule of Variation of Standard Conditions annexed and signed as relative hereto; And the Debtor grants warrandice: The liability of the Creditor shall at all times be limited to the net assets of Calder Family SSAS held from time to time. IN WITNESS WHEREOF these presents (comprising this page and the annexed Schedule) are executed as follows:

On behalf of Luxe Escapes Brechin Ltd			
on	27/01/2024	MT	MEGRICEN
before the following witness			

Witness Name Address

ouson Deive, Abulota Solicital Occupation

MAKERIAN TO LINE,

Director

## **STANDARD SECURITY**

by

## LUXE ESCAPES BRECHIN LTD

in favour of

DONNIE JOHN CALDER and LAUREN CALDER, and CALDER PROPERTY MANAGEMENT (SCOTLAND) LTD

Subjects: Balbirnie Mill House, Brechin, DD9 7PN

FAS

## THIS IS THE SCHEDULE OF VARIATION OF STANDARD CONDITIONS REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED BY LUXE ESCAPES BRECHIN LTD IN FAVOUR OF THE CALDER FAMILY SSAS

- 1. Standard Condition 5(b) is delete and does not apply.
- 2. Standard Condition 5 shall be varied to the effect that the Debtor shall not be obliged to insure the Security Subjects in the name of the Creditor. The Debtor shall, however, be bound to procure that the Creditor's interest is noted on the insurance policy of the Security Subjects.
- 3. Standard Condition 7 shall apply as if references to the "standard conditions" therein are references to the Standard Conditions as varied hereby.
- 4. The Debtor must not at any time during the continuance of the foregoing standard security create or agree to create a subsequent security over the Security Subjects (or any part(s) of them) without the prior written consent of the Creditor.
- 5. Words and expressions used in this Schedule shall, unless the context otherwise requires, have the same meaning as words and expressions in the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "1970 Act") (including, without prejudice to the generality, Schedule 3 to the 1970 Act).

Orector Director

