



Registration of a Charge

Company name: **THE LANDMARK TRUSTEE COMPANY LIMITED**

Company number: **02384569**



X9F2EZMQ

Received for Electronic Filing: **06/10/2020**

Details of Charge

Date of creation: **24/09/2020**

Charge code: **0238 4569 0010**

Persons entitled: **HISTORIC ENVIRONMENT SCOTLAND**

Brief description: **LEASE OF FAIRBURN TOWER, MUIR OF ORD, BETWEEN PHOEBE KYTHE KINGSTON AND THE LANDMARK TRUSTEE COMPANY LIMITED DATED 15 AND 26 JULY 2020 AND REGISTERED OR TO BE REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ROS24709**

Chargor acting as a bare trustee for the property.

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DEREK HOGG, HARPER MACLEOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2384569

Charge code: 0238 4569 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2020 and created by THE LANDMARK TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2020 .

Given at Companies House, Cardiff on 7th October 2020

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**

Standard Security

by

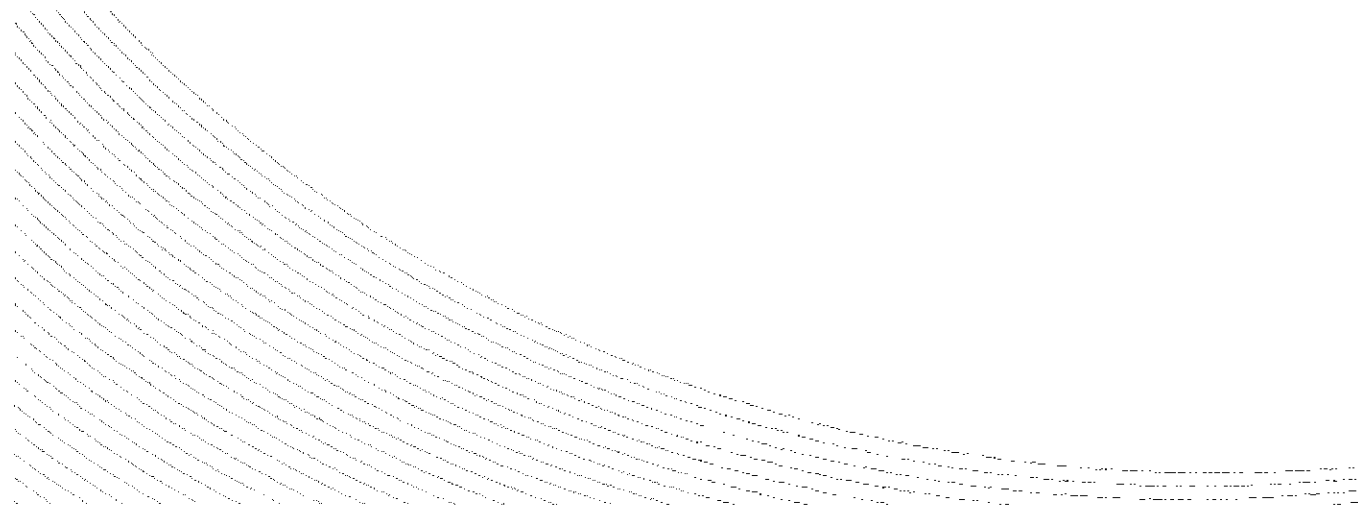
The Landmark Trustee Company Limited as Trustee for The Landmark Trust

in favour of

Historic Environment Scotland

Subjects: Lease of Fairburn Tower, Muir of Ord

Ref: DH/531737
FAS: 3889



Standard Security

by

- 1 THE LANDMARK TRUSTEE COMPANY LIMITED, a company limited by guarantee and incorporated under the Companies Acts (registered number 02384569) and having its registered office at Shottesbrooke, Maidenhead, Berkshire, SL6 3SW as Trustee for the time being of THE LANDMARK TRUST (a charity registered in England and Wales with charity number 243312) formed under the Trust Deed between the Right Honourable Hugh Denis Charles Fitzroy, Earl of Euston (of the one part) and John Lindsay Eric Smith and Christian Margaret Smith (of the other part) dated 24 May 1965, as subsequently varied or amended and as such Trustee of The Landmark Trust ("**Grantee**")

in favour of

- 2 HISTORIC ENVIRONMENT SCOTLAND, an executive non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered charity (Scottish Charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("**HES**")

Whereas

- (A) The Grantee has undertaken or is about to undertake the Secured Obligations to HES;
- (B) The Parties have agreed that the Secured Obligations shall be secured over the Property;

Therefore the Grantee hereby agrees and undertakes as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Standard Security:

"Lease" means the lease of the Property between Phoebe Kythe Kingston and the Grantee dated 15 and 26 July 2020 and registered or to be registered in the Land Register of Scotland under Title Number ROS24709;

"Monitoring Period" means the period of fifteen years commencing on the later of (i) the date of registration of this Standard Security and (ii) the latest date of execution of the Secured Documentation;

"Parties" means the Grantee and HES and **"Party"** refers to either of them as the context requires;

"Property" means all and whole the subjects known as and forming Fairburn Tower and surrounding ground and buildings, all as more particularly described in the Lease;

"Secured Documentation" means any and all of:

- (i) the grant agreement constituted by the offer of grant made by HES dated 18 November 2019 and the Grantee's acceptance thereof dated 29 April 2020;
- (ii) any supplementary offer of grant to be made by HES and accepted by the Grantee;
- (iii) the Constitutive Conservation Burden Deed granted by the heritable proprietor of the Property in favour of HES and presented to the Registers of Scotland for recording/registration simultaneously with the presentation of this Standard Security;

"Secured Obligations" means all sums advanced or to be advanced to the Grantee, and other sums or obligations due or to become due or prestatable or to become prestatable by the Grantee to HES, and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Grantee in terms of the Secured Documentation;

"Standard Conditions" means 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 and "Standard Condition" means any one of them having regard to the context in which it is used;

1.2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:

- 1.2.1 words importing any gender shall include all other genders;
- 1.2.2 words importing the singular number only shall include the plural number and vice versa;
- 1.2.3 obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Grantee in this Standard Security shall bind the Grantee and the Grantee's successors all jointly and severally;
- 1.2.4 words importing individuals include corporations and vice versa;
- 1.2.5 references to this Standard Security or to any other document shall be construed as references to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6 any reference to a Clause is to the relevant Clause of this Standard Security;
- 1.2.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

2 Grant of Security

The Grantee, in security of the Secured Obligations, GRANTS a Standard Security in favour of HES over the Lease.

3 Monitoring Period

The terms of this Standard Security will subsist for the Monitoring Period.

4 Standard Conditions

Except as otherwise varied by the Secured Documentation, the Standard Conditions shall apply.

5 Restrictions Relating to the Property

5.1 During the Monitoring Period, the Grantee shall not without the consent of the HES:

- 5.1.1 part with occupation of the Property or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it;
- 5.1.2 create a subsequent security over the Lease or any part of it or convey or otherwise transfer its interest in the Property or any part of it;
- 5.1.3 make directly or indirectly any application for planning permission in relation to the Property or any part of it;
- 5.1.4 where the Grantee is a tenant under a long lease, (i) the Grantee shall observe and perform the tenant's obligations and enforce the due performance and observance of the landlord's obligations under the lease; (c) the Grantee shall not vary nor waive nor release any obligations incumbent on the landlord under the lease without the prior written consent of HES; and (d) the Grantee shall not surrender its interest in the lease nor serve a termination notice on the landlord without the prior written consent of HES.

6 Ultimate Loss Clause

6.1 The security created by this Standard Security shall be a security to HES for any balance which may remain due to HES after applying any payments received by HES from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this Standard Security and the Grantee shall not be entitled to require from HES any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Grantee to

HES or to have the benefit of any securities held by HES until the whole amount secured by this Standard Security has been paid or settled in full.

And the Grantee grants warrantice: IN WITNESS WHEREOF these presents printed on this and the 3 preceding pages are executed as follows:

They are subscribed for and on behalf of The
Landmark Trustee Company Limited as Trustee for
The Landmark Trust

by



~~*Authorised Signatory/Director~~

NEIL MENDOZA

Full Name (Please Print)

at

Oxford

on

21st August 2020

before

John R. Webb

Witness

JOHN WEBB

Full Name (Please Print)

3, GOOSE GARDIN CLOSE,

Address

WOLVASTON, OXFORD, OX2 8DT.

*Please delete as applicable