

081966/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. It will be
scanned and placed on the public record. **Do not send the original.**

WEDNESDAY



A04 *A52VFA74* 16/03/2016 #221
COMPANIES HOUSE

1 Company details

Company number ☒ 0 9 4 3 5 3 6 3

Company name in full ☒ TORRIDON LTD

☒ 2 FOR OFFICIAL USE

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 1 5 0 3 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ☒ GOLDENTREE FINANCIAL SERVICES PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

✓ ALL and WHOLE that area of ground extending to eighty eight decimal or one hundredth parts of an hectare or thereby (0.88ha) known as and forming Averon House, 3 Dail Nan Rocas, Alness, IV17 0PH

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓ ☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

✓ X *Anders Johnson* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **FIONA MCKINNON**

Company name **ANDERSON STRATHERN LLP**

Address **GEORGE HOUSE**

50 GEORGE SQUARE

Post town **GLASGOW**

County/Region

Postcode **G 2 1 E H**

Country **SCOTLAND**

DX **DX GW 157**

Telephone **01412426060**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9435363

Charge code: 0943 5363 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2016 and created by TORRIDON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2016

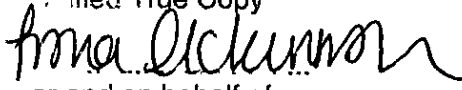
Given at Companies House, Cardiff on 23rd March 2016



Companies House



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

ified True Copy

 for and on behalf of
 Anderson Strathern LLP
 George House
 50 George Square
 Glasgow

Standard Security
 Individual/Company/LLP

Owner:	Torridon Limited (Company Number 09435363) and having their Registered Office at 501, Chapelier House, London, SW18 1LR
Goldentree	Goldentree Financial Services Plc , (Company Number 4179323) and having their Registered Office at The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ
Property:	ALL and WHOLE that area of ground extending to eighty eight decimal or one hundredth parts of an hectare or thereby (0.88 ha) known as and forming Averon House, 3 Dail Nan Rocas, Alness IV17 0PH and lying for the purpose of registration of writs in the County of Ross and Cromarty all as the said area of ground is shown delineated in red on the plan annexed and executed as relative hereto which said area of ground forms PART and PORTION of ALL and WHOLE that irregularly shaped plot or area of ground lying on or towards the west of the public road leading from Alness to the A9 public road extending to Three Hectares and Seventy Four decimal or one-hundredth parts of an hectare or thereby all as shown delineated in red and coloured pink on plan number one annexed and signed as relative to Feu Disposition by The Highland Regional Council in favour of the Highlands and Islands Development Board dated Twenty Fourth April and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on the First June both months in the year Nineteen Hundred and Eighty Nine TOGETHER WITH (One) the buildings and other erections thereon known as Averon House aforesaid, (Two) the fixtures and fittings therein and thereon, (Three) a one-fifth pro indiviso share of the Common Parts defined in the Deed of Conditions by Highlands and Islands Enterprise dated Twenty First December Two Thousand and Seven and recorded in the said Division of the General Register of Sasines on the Seventh January Two Thousand and Eight, (Four) the parts, privileges and pertinents thereof, and (Five) the Owner's whole right, title and interest, present and future, therein and thereto being the whole subjects currently undergoing registration in the Land Register of Scotland under Title Number ROS17999
Facility Agreement	means the Facility Agreement between the Owner and Goldentree dated 11 November 2015

1 Obligations

- 1.1 The Owner undertakes to pay to the Goldentree or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to the Goldentree (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include
 - 1.1.1 **Interest** at the rate charged by the Goldentree, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Goldentree,
 - 1.1.2 any expenses the Goldentree incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security
- 1.2 A **Certificate** signed by a Goldentree official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error

2 Charge

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand

2 1 grants a standard security to the Goldentree over the Property, and

2 2 assigns to the Goldentree the Ancillary Rights not secured by the standard security

3 Standard Conditions

The Owner agrees that 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, as varied by the Terms, apply to this standard security, and the **Standard Conditions** shall be varied to the effect that -

(First) the Definitions contained in the said Schedule 3 shall have effect also for the purposes of the following variations -

(Second) 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 the market value thereof,

(Third) all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to Goldentree by the Owner in order that they may be written or endorsed for the interest of Goldentree and the Owner as Goldentree may require and shall in other respects be deemed for the purposes of this Standard Security to have been effected under Standard Condition 5 (a) All monies becoming payable under any policies effected or deemed to have been effected under Standard Condition 5 (a) shall be applied in making good the loss or damage in respect of which such monies become payable or, if Goldentree so requires, in or towards the discharge of the sums secured by this Standard Security,

(Fourth) it shall be an obligation on the Owner not make directly or indirectly any Application for Planning Permission in relation to the Security Subjects or any part thereof or make Application for an Improvement Grant or other Grant in respect of the Security Subjects or any part thereof without the prior consent in writing of Goldentree in each case which consent, if granted may be so granted subject to such Conditions as Goldentree may see fit to impose,

(Fifth) if Goldentree shall enter into possession of the Security Subjects Goldentree shall be entitled (if it thinks fit) at the risk and expense of the Owner to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of Goldentree entering into possession, without Goldentree being liable for any loss or damage occasioned by the exercise of this power, Goldentree shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by Goldentree in relation to such furniture, goods, equipment or other moveable property, and

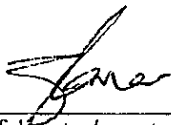
(Sixth) for the avoidance of doubt any breach of the terms of the Facility Agreement by the Owner shall be a circumstance in which the Owner shall be held to be in default for the purposes of Standard Condition 9 (1) (b)

4 Warrandice

The Owner grants warrandice

5 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution. This standard security is executed as follows

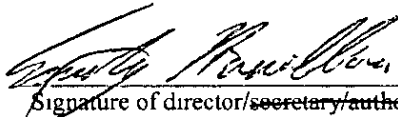


Signature of director/secretary/authorised
signatory/witness

SANJAY PARMAR
Full name of above (print)

FINSGATE, 5-7 CRANWOOD
STREET, LONDON

EC1V 9EE
Address of witness



Signature of director/secretary/authorised signatory

ALEXANDER HAMILTON
Full name of above (print)

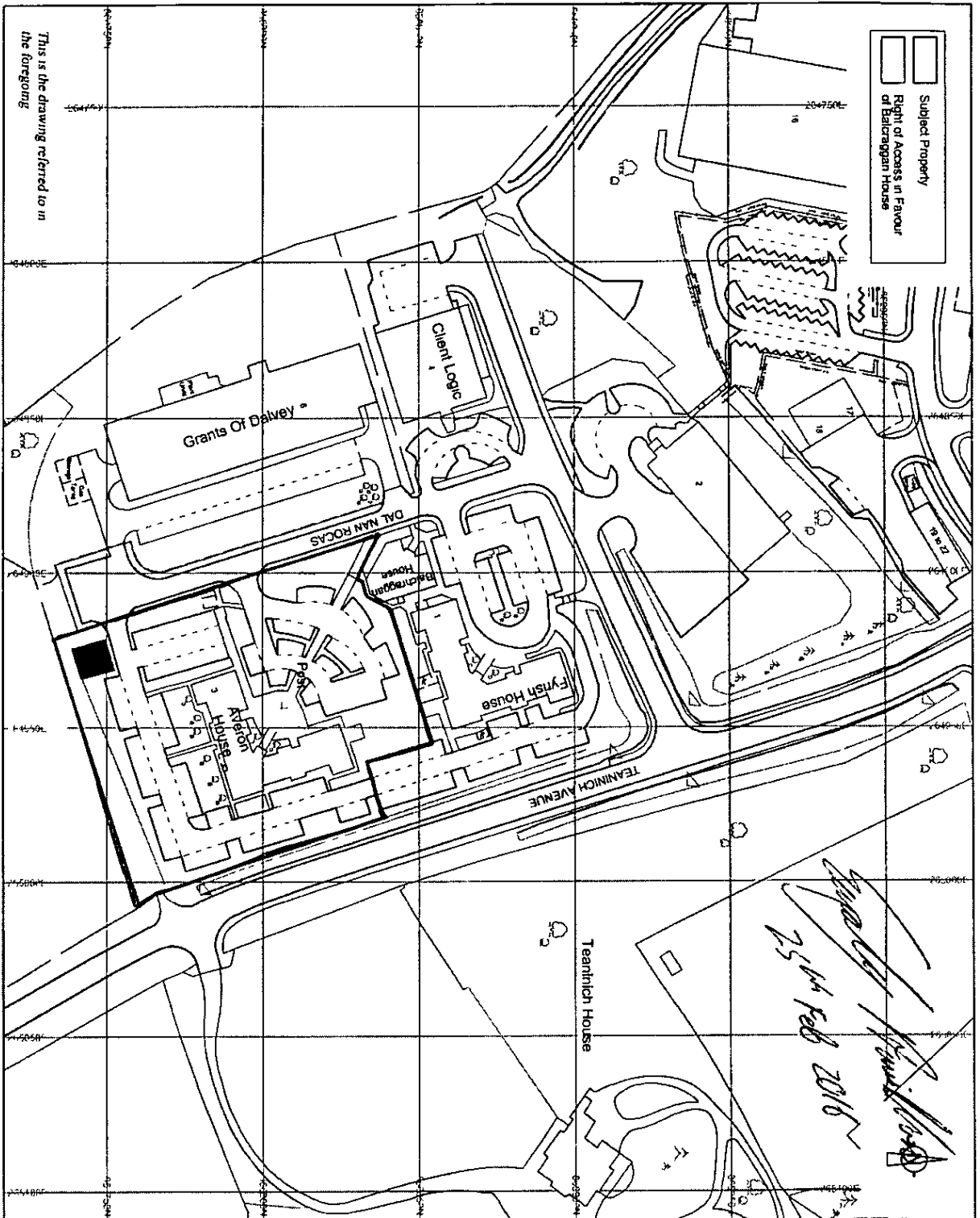
Date of signing

25th Feb 2016

This is the Plan referred to in the foregoing Standard Security by Tormobn Ltd in favour of GoldenTree Financial Services PLC

Property Averon House, Teamnich Ind Estate, Alness

(Scale 1:1250 @ A3)



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Licence Number 100020449

Subject Area = 0.88 Ha
 = 2.18 Acres

Centre Coordinate 264944E 668806N

(Scale 1:1250 @ A3)



Highlands and Islands Enterprise
 Iomairt na Gàidhealtachd 's nan Eilean

TITLE PLAN

Property	Averon House Teamnich Ind Estate Alness
Property Ref	0911-Averon Hou-01
Drawing No	
Revision	
Prepared by	Highland CAD Services
Date	11/09/2015

This is the drawing referred to in the foregoing