



Registration of a Charge

Company Name: **THE EDINBURGH CITY FOOTBALL CLUB LIMITED**

Company Number: **SC016957**



Received for filing in Electronic Format on the: **23/01/2023**

XBVTO7I3

Details of Charge

Date of creation: **18/01/2023**

Charge code: **SC01 6957 0010**

Persons entitled: **CALEDONIAN HERITABLE LIMITED**

Brief description: **STANDARD SECURITY OVER ALL AND WHOLE THE SUBJECTS KNOWN AS 74 LOCHEND ROAD SOUTH, EDINBURGH, EH7 6DR BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID95619**

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

Certified by: **ANDREW THOMSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 16957

Charge code: SC01 6957 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th January 2023 and created by THE EDINBURGH CITY FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2023 .

Given at Companies House, Edinburgh on 23rd January 2023

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 EDINBURGH CITY FOOTBALL CLUB LIMITED

in favour of

CALEDONIAN HERITABLE LIMITED

Subjects: 74 LOCHEND ROAD SOUTH, EDINBURGH, EH7 6DR

THE EDINBURGH CITY FOOTBALL CLUB LIMITED, a company incorporated under the Companies Acts (Registered Number SC016957) having its registered office at 74 Lochend Road South, Edinburgh, EH7 6DR ("**Operator**"), in security of all sums advanced or to be advanced on loan to the Operator by, and other sums or obligations due or to become due or prestatable or to become prestatable by the Operator to, **Caledonian Heritable Limited**, incorporated under the Companies Acts in Scotland (number SC76552) and having its registered office at 4 Hope Street, Edinburgh EH2 4DB ("**Caledonian**"), and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Operator in terms of:

- 1 Loan Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof; and
- 2 Trade Tie Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof

GRANT a standard security in favour of Caledonian over ALL and WHOLE the subjects known as and forming **74 Lochend Road South, Edinburgh, EH7 6DR** being the subjects registered in the Land Register of Scotland under Title Number **M109549**; Together with (One) the whole heritable fittings, fixtures; (Two) the whole rights of property, rights exclusive, mutual and common and all other rights so far as effeiring to the said subjects; (Three) the parts, privileges and pertinents effeiring thereto; and (Four) our whole right, title and interest, present and future therein and thereto (the said subjects herein before described being hereinafter referred to as "**Property**"); 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 the Operator agrees that the standard conditions shall be varied to the following effect:

1. INTERPRETATION

In this standard security:

"**Caledonian**" includes persons deriving right from it

"**Operator**" includes the Operator's successors and representatives and all obligations imposed on the Operator in this standard security shall bind the Operator and the Operator's successors all jointly and severally

Words importing the singular number shall include the plural number and vice versa Words importing the masculine gender shall include the feminine, and references to any person shall, where appropriate, include references to any corporation, company, firm or other body

The marginal headings do not form part of this standard security

2. STANDARD CONDITIONS

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall apply to this standard security save in so far as hereby varied

3. INSURANCE

It shall be an obligation on the Operator to insure the Property in names of Caledonian and the Operator for their respective rights and interests to the extent of the reinstatement value thereof or to any other extent approved by Caledonian against the risk of fire, and such other risks as Caledonian may reasonably require in an insurance office chosen by the Operator and approved by Caledonian, such approval not to be unreasonably withheld. In the event of the Operator failing so to insure the Property, Caledonian shall be entitled but not bound to effect such insurance and to recover the costs thereof from the Operator

4. RESTRICTIONS RELATING TO PROPERTY

4.1 The Operator shall not at any time during the continuance of the security without the consent in writing of Caledonian:

4.1.1 make any alteration in the use of the Property without Caledonian's prior written consent which consent will not be unreasonably withheld or delayed;

4.1.2 where at the date of this standard security or at any time subsequently the Operator is in occupation of the Property, part with occupation of the Property or any part of the Property or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part thereof

4.1.3 apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for an improvement or other grant in respect of the Property

4.1.4 create a subsequent security over the Property or any part thereof or

4.1.5 transfer the Property under burden of this standard security

5. COMPULSORY PURCHASE

If the Property or any part thereof shall be compulsorily purchased or requisitioned or be the subject of a notice to treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the Operator to compensation by reason of such acquisition shall be held to be assigned to Caledonian, with full power to Caledonian to negotiate, agree and adjust the amount of any such compensation

6. RIGHT OF POSSESSION OF PROPERTY

Caledonian may, at any time after it shall have become entitled to enter into possession of the Property, serve notice upon the Operator requiring the Operator to vacate the Property within a period of seven days and the Operator shall upon the expiry of the said period, vacate the Property so far as occupied by the Operator or others for whom the Operator is responsible, and the Operator agrees that a warrant of summary ejection may competently proceed against the Operator in the Sheriff Court of the County in which the Property is situated at the instance of Caledonian

7. ULTIMATE LOSS CLAUSE

The security created by this standard security shall be a security to Caledonian for any balance which may remain due to Caledonian after applying any payments received by Caledonian from any person (including any trustee in sequestration, receiver, liquidator or trustee under any trust deed for creditors) in respect of the obligation secured by this standard security and the Operator shall not be entitled to require from Caledonian any assignation of the said obligation or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed in respect of any payment made by the Operator to Caledonian or to have the benefit of any securities held by Caledonian until the whole amount secured by this standard security has been paid or settled in full

8. ASSIGNATION

Caledonian may assign this standard security to any other lender or person

9. MANDATE TO INTROMIT WITH MOVEABLES

In the event of Caledonian exercising any of the remedies competent to it in terms of standard condition 10 of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and of the Operator failing to remove from the Property any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic or business nature, after being called upon by Caledonian by notice in writing to remove the same within such period as may be specified in the said notice, Caledonian shall be entitled and is hereby irrevocably

authorised as agent of the Operator to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects in such manner and upon such terms as Caledonian may in its sole discretion think fit, subject only to an obligation to account to the Operator for any price received by Caledonian for any of the same. Caledonian shall not be liable for any loss or damage occasioned to the Operator by the exercise of the authority hereby conferred on Caledonian and the Operator shall be bound to indemnify Caledonian against all expenses incurred by Caledonian in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof

And the Operator grants warrandice; And the Operator consents to registration for execution: IN WITNESS WHEREOF these presents are subscribed as follows:-

Subscribed for and on behalf of the Operator as follows:

Place of Signing: EDINBURGH

Date of Signing: 16/11/22

Iain Anderson

Print Full Name

Iain Anderson

Director

Before this Witness:

Cheryl Hird Witness Signature

CHERYL HIRDS Witness Print Name

211 LOCKEND AV. Address

EDINBURGH

EH7 6DX

RETIRED NURSE Occupation