



**Registration of a Charge**

Company Name: **CLINT ESTATES LIMITED**

Company Number: **SC021187**



Received for filing in Electronic Format on the: **14/04/2023**

XC1G7LKZ

**Details of Charge**

Date of creation: **24/03/2023**

Charge code: **SC02 1187 0003**

Persons entitled: **WEATHERBYS BANK LIMITED**

Brief description: **YARROW COTTAGE, 1 YARROW, STENTON**

**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: **ANDERSON STRATHERN LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 21187

Charge code: SC02 1187 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th March 2023 and created by CLINT ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2023 .

Given at Companies House, Edinburgh on 14th April 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**

Certified a true copy of the original in our possession

  
For and on behalf of  
Anderson Strathern LLP  
1 Rutland Court  
Edinburgh  
EH3 8EY



**WEATHERBYS**

Private & Confidential,  
Clint Estates Limited,  
Clint House,  
Stenton,  
Dunbar,  
East Lothian,  
EH42 1TO.

**WEATHERBYS BANK  
LIMITED**  
Sanders Road,  
Wellingborough  
Northamptonshire  
NN8 4BX

Date:

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED WITHOUT ANY LIMIT ON YOUR LIABILITY.**

In this Standard Security the expressions set out below shall have the meanings and effect respectively set opposite to them:-

<b>PARTIES</b>	
<b>Borrower</b>	Clint Estates Limited (Registered number: SC021187) whose registered office address is Clint, Stenton, Dunbar, East Lothian, United Kingdom, EH42 1TO
<b>Lender</b>	Weatherbys Bank Limited (Registered number: 02943300) whose address is Sanders Road, Wellingborough, Northants, NN8 4BX
<b>Mortgagor</b>	Clint Estates Limited (Registered number: SC021187) whose registered office address is Clint, Stenton, Dunbar, East Lothian, United Kingdom, EH42 1TO  (Where there is more than one Mortgagor, their liabilities under this deed shall be joint and several and " <b>Mortgagor</b> " shall mean each such person.)

The Mortgagor HEREBY UNDERTAKES to pay on demand to the Lender all sums of money which now are or which may at any time or from time to time be or become due to the Lender by the Mortgagor and/or for which the Mortgagor now is or may at any time or from time to time be or become liable or responsible to the Lender in any manner of way or in any respect whatsoever whether certain or contingent, whether solely or jointly with any other person or persons and whether as principal debtor or cautioner or guarantor or surety including, in particular but without prejudice to the foregoing generality, sums of principal, interest including capitalised interest, discounts, commissions, costs and expenses whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit or guarantee or any one or more of such or otherwise howsoever and including all expenses incurred by the Lender in relation to this security and/or such advances indebtedness and/or liabilities and that on a full indemnity basis (the "**Secured Obligations**") DECLARING THAT


- 1 the sums due by the Mortgagor shall in the absence of manifest error be conclusively ascertained by a statement under the hand of an official or manager of the Lender;
- 2 without prejudice to Section 13(1) of the Conveyancing and Feudal Reform (Scotland) Act 1970 if the Lender receive notice of the creation of any subsequent security or other interest affecting all or any part of the security subjects as hereinafter defined the Lender may open a new account or accounts with the Mortgagor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from the time of payments made by the Mortgagor to the Lender, shall, notwithstanding any instructions by the Mortgagor to the contrary, be credited or treated as having been credited to a new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received the notice;
- 3 the expression "the Mortgagor" includes any party deriving title from the Mortgagor and the expression "the Lender" includes successors, assignees and any party deriving title from the Lender.

In security of the payment and discharge of the Secured Obligations, the Mortgagor grants a Standard Security in favour of the Lender over ALL and WHOLE the subjects described in Part One of the Schedule annexed and executed as relative hereto (the "**Schedule**") (which subjects are hereinafter called the "**Properties**"); the Mortgagor agrees that the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall apply and shall be varied (i) by the facility agreement issued by the Lender and accepted by the Borrower (hereinafter called the "**Facility Agreement**") and any lawful variation thereof operative for the time being and (ii) as follows:

**(FIRSTLY)**

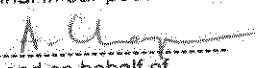
The Mortgagor will:-

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For and on behalf of  
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1 Rutland Court  
Edinburgh  
EH3 8EY

not, without the prior consent in writing of the Lender, make any application for planning permission or enter into any agreement under the Planning Acts in respect of the Properties or part of it. In the event of planning permission being obtained by the Mortgagor we will produce that permission to the Lender within seven days of receipt of it;

- (b) not implement any planning permission received by the Mortgagor until it has been acknowledged by the Lender to be acceptable to it provided

  
For and on behalf of  
Anderson Strathern LLP  
1 Rutland Court  
Edinburgh  
Application for  
previously been

that the consent of the Lender to the Mortgagor's planning permission which we wish to implement has been obtained by us in accordance with Clause (a) above;

- (c) by its execution hereof warrant to the Lender that it has not, prior to the date hereof, carried out or permitted to be carried out any development within the meaning of the Town and Country Planning (Scotland) Act 1997 upon the Properties in respect of which any requisite permission has not been obtained and that all conditions, subject to which any such permissions have been granted, have been duly complied with;
- (d) give to the Lender such information as the Lender shall reasonably require as to all matters relating to the Properties;
- (e) not, without the prior consent in writing of the Lender, enter into any negotiations concerning matters contained in any notice, order, or direction issued by any competent authority having jurisdiction in that regard relating to or likely to affect the Properties or consent to the acquisition of the Properties or any part of it; if so requested by the Lender, permit the Lender or its servants or agents to conduct such negotiations or to give any such consent on its behalf.

**(SECONDLY)**

The Mortgagor will:-

- (a) not grant or agree to grant any subsequent security over any lease, tenancy or licence or part with or share possession or occupation of the Properties or any part thereof, without the prior written consent of the Lender and the Lender's prior written approval of the content of any deed constituting such security, lease, tenancy or licence which may be granted subject to such conditions or requirements as the Lender thinks fit;
- (b) where any such required consent is granted by the Lender, accept that such consent shall be deemed limited to the transaction set out therein and shall not be construed as consent for the renewal or extension of any new tenancy or licence;
- (c) where the Properties is subject to any existing lease no extension or variation to any lease or the creation of any new lease shall be permitted without the Lender's prior written consent;
- (d) in the event of consent being given by the Lender for the grant of any lease under this condition, deliver to the Lender for retention by the Lender during the existence of the Facility Agreement an extract or otherwise a certified true copy of such lease;
- (e) not agree or conclude negotiations in any review of rent in any tenancy of the Properties, or any part thereof, without the prior consent in writing of the Lender, which consent will only be withheld if the Mortgagor proposes to accept a rent less than the market rent for the tenancy in question; or
- (f) not consent to any sub-lease of part of the Properties or any assignation of any lease of the Properties, or any part thereof, without the prior consent in writing of the Lender.

And the Mortgagor grants warrandice but excluding those leases listed in Part Two of the Schedule; And the Mortgagor consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents together with the Schedule in two parts are executed as follows:

**BORROWER:**

**SUBSCRIBED for and on behalf of the said Mortgagor:**

at Edinburgh  
on 17 March 2027  
by [Signature]  
(Signed for and on behalf of Clint Estates Limited as Director)

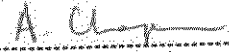
**Witnessed by:**

**SIGNATURE:** [Signature]  
**NAME:** JACK TREVAIL  
**OCCUPATION:** MECHANICAL ENGINEER  
**ADDRESS:** 30/3 BLACK WOOD CRESCENT  
EDINBURGH  
EH9 1QX

Certified a true copy of the  
original in our possession

[Signature]  
For and on behalf of  
Anderson Strathern LLP  
1 Rutland Court  
Edinburgh  
EH3 8EY

Certified a true copy of the original in our possession

  
For and on behalf of  
Anderson Strathern LLP  
Solicitors  
HERIOTS BANK  
EH3 8EY

**SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY  
(INSERT FULL NAME OF MORTGAGOR) IN FAVOUR OF WEATHERS BANK  
LIMITED**

**PART ONE**

**1 Description of property charged**

ALL and WHOLE the property known as Yarrow Cottage, 1 Yarrow, Stenton, Dunbar, East Lothian, EH42 1TQ being the subjects shown delineated in red on the plan annexed and signed as relative hereto and being part and portion of the subjects described (1) in, disposed by and shown coloured pink on the plan annexed and signed as relative to Disposition by the Trustees of the Right Honourable Arthur James, Earl of Balfour, with consents in favour of Clint Estates Limited dated 27 September and subsequent dates and recorded in the Division of the General Register of Sasines applicable to the County of East Lothian on 6 November, all in the year 1939; TOGETHER WITH (One) the whole buildings and other erections thereon; (Two) the fixtures and fittings therein and thereon; (Three) the whole parts, privileges and pertinents thereof and (Four) our whole right, title and interest, present and future therein and thereto;

**PART TWO**

**2 Description of leases to be excluded from warrandice or state "none"**

None

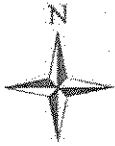


17 Mar 23

CLINT ESTATES LIMITED

Millar Bryce

Yarrow Cottage, Clint Estate



Reference: 0948508/GP

Co-ordinates at Centre:

Scale:

Version: 1.0

Easting: 361,306

1:1,250

0 10 20 m


Date: March 2023

Northing: 672,678

Paper Size:

A4

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