



Registration of a Charge

Company name: **DAVID RITCHIE (IMPLEMENTS) LIMITED**

Company number: **SC029454**



X8KH5C2Y

Received for Electronic Filing: **17/12/2019**

Details of Charge

Date of creation: **16/12/2019**

Charge code: **SC02 9454 0008**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **FACTORY PREMISES AT CARSEVIEW ROAD FORFAR**

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: **LINDSAYS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 29454

Charge code: SC02 9454 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 16th December 2019 and created by DAVID RITCHIE (IMPLEMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2019 .

Given at Companies House, Edinburgh on 17th December 2019

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

Date 27/11/2018

STANDARD SECURITY

INSTRUMENT

by

- (1) **David Ritchie (Implements) Limited**, a company incorporated under the Companies Acts with registered number SC029454 and having its registered office at Carseview Road Suttieside Forfar DD8 3BT ("**the Chargor**")

in favour of

- (2) **Handelsbanken plc** as security trustee for and on behalf of the Secured Parties (the "**Security Trustee**").

CONSIDERING THAT:

- (i) the Secured Parties have agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Security Trustee this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"**Secured Liabilities**" means all present and future obligations and liabilities of the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Security Trustee and any of the Secured Parties;

"**Secured Parties**" means (i) Handelsbanken plc a company incorporated in England (registered number 11305395) whose registered office is at 3 Thomas More Square, London, E1W 1WY and (ii) SHB (each a "**Secured Party**");

"**Security Trust Deed**" means the security trust deed dated 1 December 2018 and made between the Security Trustee and SHB as varied, amended, supplemented, extended, restated, novated and/or replaced from time to time;

"**SHB**" means Svenska Handelsbanken AB (publ), a company incorporated in Sweden with limited liability No. 502 007 7862 and having its registered office at Kungstradgardsgatan 2, 106 70 Stockholm; and

"**the Security Subjects**" means ALL and WHOLE area of ground with factory premises thereon being an area of ground lying on the northside of Carseview Road, Forfar being the subjects registered in the Land Register of Scotland under Title Number ANG79551 being the subjects edged red on the plan annexed and executed as relative hereto under exception of the part edged yellow and numbered in yellow "1"; together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

- 1.2 The expressions "**the Chargor**", "**the Security Trustee**" and "**the Secured Parties**" shall include the permitted successors, assignees and transferees of the Chargor, the Security Trustee and the Secured Parties.

2 BOND

The Chargor undertakes to the Security Trustee that it will pay or discharge to the Security Trustee all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Trustee over the Security Subjects.

4 STANDARD CONDITIONS

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 we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Trustee and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Security Trustee as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Security Trustee) shall be applied at the option of the Security Trustee either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Security Trustee in such manner as the Security Trustee may require.

5 NOTICE OF SUBSEQUENT CHARGE

If the Security Trustee receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Trustee (for its own account or as trustee for the Secured Parties) or any of the Secured Parties may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Trustee or any of the Secured Parties does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when the Security Trustee receives such notice and as and from that time all payments made by the Chargor to the Security Trustee shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Trustee or any of the Secured Parties at the time the notice was received.

6 APPLICATION OF ENFORCEMENT PROCEEDS

- 6.1 All monies received by the Security Trustee under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Security Trustee under this Instrument, in the following order:-
- 6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as may be agreed between the Security Trustee and the Secured Parties; and
- 6.1.2 secondly, any surplus shall be paid to the Chargor or any other Person entitled thereto.
- 6.2 Nothing contained in this Instrument shall limit the right of the Security Trustee (and the Chargor acknowledges that the Security Trustee is so entitled) if and for so long as the Security Trustee, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

- 6.3 Any amount received under this Instrument by the Security Trustee in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Security Trustee into the relevant currency at the spot rate of exchange available to the Security Trustee from time to time.

7 SECURED PARTIES

The Chargor agrees that the Security Trustee's interest and rights under and in respect of this Instrument shall be held by the Security Trustee as agent and, to the extent permitted by law, trustee for itself and the Secured Parties for the time being and from time to time on the terms set out in the Security Trust Deed. Accordingly, unless the context requires otherwise, all references in this Instrument to the Security Trustee mean the Security Trustee in its capacity as agent and trustee, and each party to this Instrument also agrees that the Secured Parties for the time being and from time to time shall have the benefit of this Instrument and the Secured Parties are able to enforce any obligations owed to it under this Instrument.

8 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Trustee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Trustee to proceed against the Chargor in any other appropriate jurisdiction.

9 WARRANTIES AND CONSENT TO REGISTRATION

- 9.1 The Chargor hereby grants warrandice.

- 9.2 A certificate signed by any official, manager or equivalent account officer of the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows: - *these presents on this and the 2 preceding pages together with the plan annexed are executed*
SUBSCRIBED for and on behalf of the said *as follows*
David Ritchie (Implements) Limited

At *Dundee*

on *27/11/2019*

By *DAVID RITCHIE*
Print Full Name

[Signature]
Director of **DAVID RITCHIE (IMPLEMENTS) LIMITED**

By *CHRISTIE ROSE CROSWELL*
Print Full Name



[Signature]
Director/Secretary *Witness*

ADDRESS
CAR SERVICE ROAD, FORTAR, ANGUS, DD8 3BT

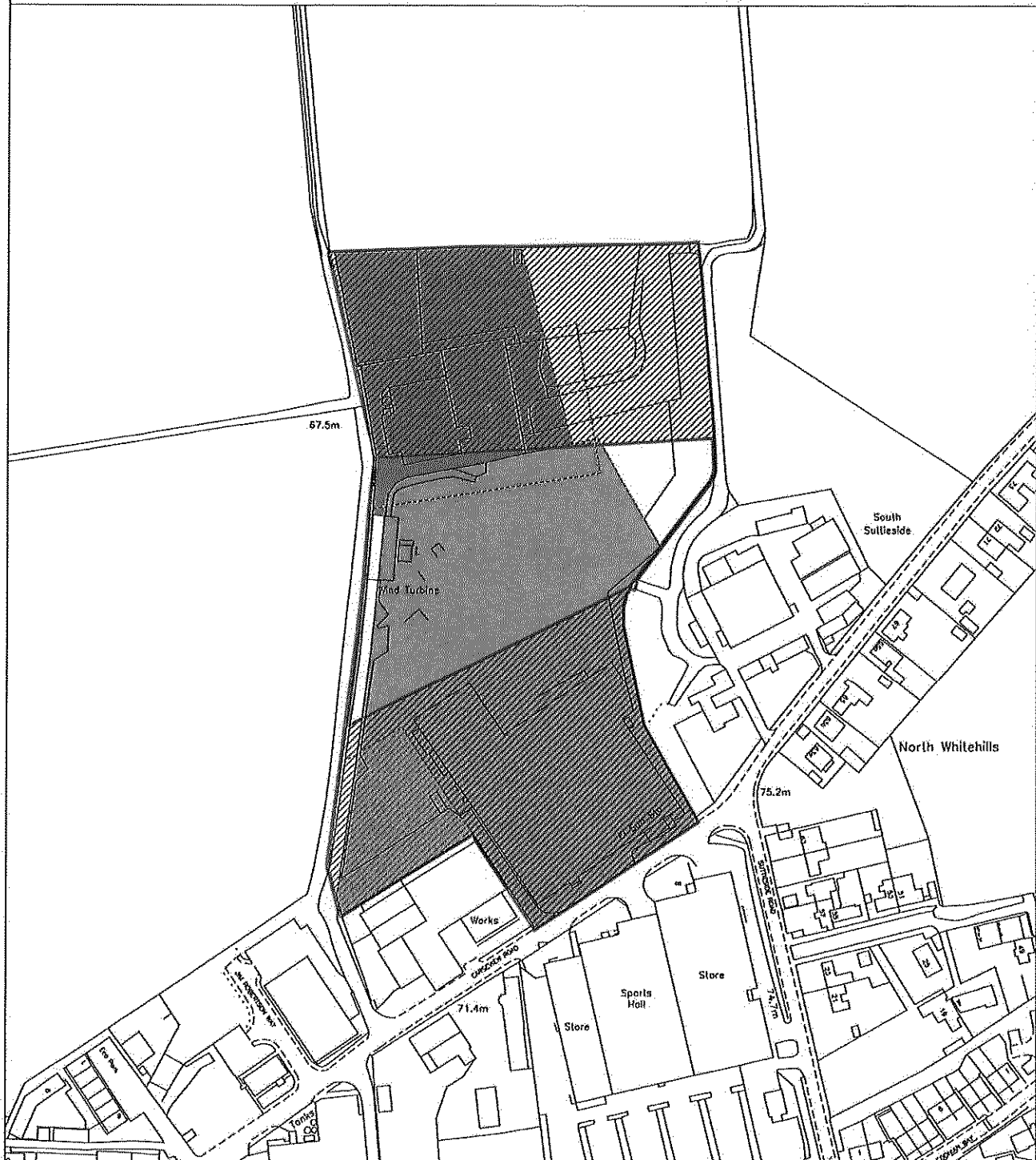
Date of delivery: *27/11/2019*

At Dundee on 27/11/2019

This is the plan referred to in the foregoing Standard Security by David Ritchie (Implements) Limited in favour of ~~Handelsbanken plc~~ of even date herewith

 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	5026 21/10/2019	ANG79551
 ORDNANCE SURVEY NATIONAL GRID REFERENCE	140m	
	Survey Scale	
NO4551 NO4651 NO4552 NO4652		1/2500

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