

CHFP025

Please do not write in this margin

Please complete

in black type, or bold block lettering

legibly, preferably

\* insert full name of company

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985



To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number

SC190228

Name of company

Glenrigg Limited (the "Debtor")

Date of creation of the charge

September 2004

Description of the instrument (if any) creating or evidencing the charge

Standard Security (the "Standard Security")

Amount secured by the charge

The Debtor undertakes to the Bank immediately on demand to pay and perform the Debtor's Obligations.

Names and addresses of the persons entitled to the charge

Lloyds TSB Scotland plc, 120 George Street, Edinburgh EH2 4LH (the "Bank")

Presentor's name address telephone number and reference (if any):

Maclay Murray & Spens 3 Glenfinlas Street Edinburgh EH3 6AQ

DFS/RJG/BLA/195/1

For official use Charges Section

Laserform International 12/99

Post room

**COMPANIES HOUSE** 

18/09/04

1.

Short particulars of all the property charged.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

That dwellinghouse containing two rooms, bathroom and kitchen entering by the common entrance passage at number Thirty seven Wallfield Crescent, Aberdeen in the City, District and County of Aberdeen being the most southerly or south-westerly of the two dwellinghouses on the ground floor of the tenement of fixed dwellinghouses known as and numbered Thirty seven Wallfield Crescent aforesaid together with the store, coal cellar and joint common, mutual and exclusive rights and others pertaining thereto being the subjects more particularly described in and disponed by the Disposition granted by Alexander Hall & Son (Builders) Limited in favour of David Kemp and Miss Hazel Bain dated Twelfth and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on Twenty ninth both days of December Nineteen hundred and eighty (the "Security Subjects").

Statement, in the case of a houting charge, as to any restrictions on power to grant further securities and
any ranking provision (note 2)
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Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

Signed Maday

On behalf of [ (chargee] †

Date 10 9104

t delete as appropriate

(See Note 5)

A fee of £10 is

payable to Companies House in respect of each register entry for a mortgage or charge.

#### Notes

- 1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignation.)
- 2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
- 3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
- 4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
- 5. Cheques and Postal Orders are to be made payable to Companies House.
- 6. The address of the Registrar of Companies is:-

Companies House 37 Castle Terrace Edinburgh EH1 2EB

#### **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

Glenrigg Limited

SC190228

For the purpose of this form 410:

"Debtor's Obligations" means all sums and obligations currently due and all sums and obligations which will or may become due or may be accruing due by the Debtor and/or for which the Debtor is or may become liable or responsible to the Bank in any way or in any circumstances, whether alone or jointly with any other person or persons and whether as principal debtor, cautioner, guarantor, indemnifier or surety or otherwise, including:

- (i) all and any sums representing principal interest, first payment, instalment, deferred payment, initial advance, rental, insurance premiums, licence fees, discount, commission, charges, damages, costs, liabilities, fees 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, hire purchase agreement, conditional sale agreement credit sale agreement, lease or hire agreement, guarantee or other form of financial accommodation (whether granted by the Bank on behalf of the Debtor or by the Debtor to the Bank) or arising out of the Standard Security; and
- (ii) the full amount no matter how incurred of any costs, liabilities, fees and expenses paid, incurred or charged by the Bank in connection with preparing and recording and/or registering the Standard Security or in perfecting or enforcing the Standard Security or in obtaining payment or performance of all sums and obligations secured or intended to be secured by the Standard Security;
- (iii) interest at the Default Rate on any amount which the Debtor fails to pay to the Bank on the date due in terms of the Standard Security and on any loss, costs, liability, fee or expense incurred by the Bank in terms of the Standard Security, payable for the period from the date the amount is demanded or, in the case of any loss, costs, liability, fee or expense incurred by the Bank, if earlier, from the date the same is incurred until full discharge, and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (in the case of interest charge by reference to the Bank's base arte) on the Bank's usual charging dates in each year and (in the case of interest charged by reference to the cost if funding in the London Inter-Bank Market or other market) at the end of each period as is selected by the Bank pursuant to Sub-Clause 1.1(b) (i) of the Standard Security or at three monthly intervals whichever is the shorter.

"Default Rate" means a rate of interest accruing on a daily basis:

- (i) in the case of n amount denominated in Sterling, at the rate of two percentage points above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Inter-Bank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; or
- (ii) at the highest rate payable from time to time by the Debtor to the Bank

(whichever is higher)

#### **FILE COPY**



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 190228

I hereby certify that a charge created by

**GLENRIGG LIMITED** 

on 3 SEPTEMBER 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of LLOYDS TSB SCOTLAND PLC

was delivered pursuant to section 410 of the Companies Act, 1985, on 13 SEPTEMBER 2004 given at Companies House, Edinburgh 14 SEPTEMBER 2004





N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

#### REGISTER

**OF** 

# Charges Alteration to Charges Memoranda of Satisfaction

AND

## Appointments and Cessations of Receivers

**OF** 

**GLENRIGG LIMITED** 

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

### REGISTER of Charges, Alterations to Charges,

COMPANY: SC190228 CHARGE: 1

(1)	(2)	(3)	(4)	(5)	(6)	(7)	
Date of agistration	Serial Number of Document on File	Date of Creation of each Charge and Description thereof	Date of the aquisition of the Property	Amount secured by the Charge	Short Particulers of the Property Charged	Names of the Persons entitled to the Charge	
				£			
3/09/2004		3/ 9/04 STANDARD SECURITY		OR TO BECOME DUE	THAT DWELLINGHOUSE CONTAINING TWO ROOMS, BATHROOM AND KITCHEN AT 37 WALLFIELD CRESCENT, ABERDEEN BEING THE MOST SOUTHERLY OF SOUTH-WESTERLY DWELLINGHOUSE ON THE GROUND FLOOR	LLOYDS TSB SCOTLAND PLC	
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### Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

(8)	(9)	(10)	(11)		(12)	
he case of a floating charge, a sment of the provisions, if any,	In the case of a floating charge, a statement of the provisions if any	Amount or rate per cent of the Commis- sion Allowance or discount	Memoranda of Satisfaction	Receiver		
rohibiting or restricting the station by the company of any discurity or any other floating large having priority over, or anking peri passu with the floating charge.	regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.		·	Name	Date of Appointment	Date of Ceasing to act
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