



**Registration of a Charge**

Company name: **GRAINSHORE LIMITED**

Company number: **SC196883**



X72956JV

Received for Electronic Filing: **22/03/2018**

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**Details of Charge**

Date of creation: **09/03/2018**

Charge code: **SC19 6883 0011**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS 336 GREAT WESTERN ROAD, ABERDEEN, AB10 6LX BEING THE SUBJECTS REGISTERED IN THE LAND REGISER OF SCOTLAND UNDER TITLE NUMBER ABN60458**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ELIZABETH ANN STEWART**



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

Company number: 196883

Charge code: SC19 6883 0011

The Registrar of Companies for Scotland hereby certifies that a charge dated 9th March 2018 and created by GRAINSHORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2018 .

Given at Companies House, Edinburgh on 23rd March 2018

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**

THIS IS CERTIFIED A TRUE COPY OF THE ORIGINAL SUBJECT TO THE EXCLUSION OF  
- PERSONAL INFORMATION PERMITTED BY S589(4) OF THE COMPANIES ACT 2006

SSEC/LTD/0713

STANDARD SECURITY

16/03/2018

Date February 2018

**INSTRUMENT**

by

- (1) **GRAINSHORE LIMITED**, a company incorporated under the Companies Acts with registered number SC196883 and having its registered office at Lilybank, Linn O'Dee Road, Braemar, Aberdeenshire, AB35 5WT ("the Chargor")

in favour of

- (2) **Svenska Handelsbanken AB (publ)**, a company incorporated in Sweden (with registered number in Sweden 502007-7862) and registered in the United Kingdom under branch registration number BR000589 and having a place of business in the United Kingdom at 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR ("the Bank").

**CONSIDERING THAT:**

- (i) the Bank has 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 Bank 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 Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank; and

"the Security Subjects" means ALL and WHOLE those ground floor and basement shop premises known as and forming 336 Great Western Road, Aberdeen, AB10 6LX, title to which is registered in the Land Register of Scotland under Title Number ABN60458 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" and "the Bank" shall include the permitted successors, assignees and transferees of the Chargor and the Bank.

**2 BOND**

The Chargor undertakes to the Bank that it will pay or discharge to the Bank 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 Bank 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 Bank and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Bank 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 Bank) shall be applied at the option of the Bank 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 Bank in such manner as the Bank may require.

#### **5 NOTICE OF SUBSEQUENT CHARGE**

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Bank may open a new account or accounts in the name of the Chargor and, if or insofar as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Bank 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 Bank at the time the notice was received.

#### **6 APPLICATION OF ENFORCEMENT PROCEEDS**

6.1 All monies received by the Bank 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 Bank under this Instrument, in the following order:-

6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Bank shall in its absolute discretion decide; 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 Bank (and the Chargor acknowledges that the Bank is so entitled) if and for so long as the Bank, 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 Bank in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

#### **7 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 Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

#### **8 WARRANTICE AND CONSENT TO REGISTRATION**

8.1 The Chargor hereby grants warrantice under exception of the lease between The Goldcrest Company (UK) Limited and Kenneth Rowson and Linda Margaret Rowson dated 9 March and 6 May both months 1998 and registered in the Books of Council and Session on 10 January 2000, the tenant's interest in which is registered in the Land Register of Scotland under Title Number ABN22200 as varied by: -

- (i) Assignment by Kenneth Rowson and Linda Margaret Rowson in favour of Kevin Merchant and Dorothy Ellen Dryburgh dated 23 February and 2 March and registered in the Books of Council and Session on 8 June all months in the year 2005;

- (ii) Rent Review Memorandum between Grainshore Limited and Kenneth Rowson and Linda Margaret Rowson dated 24 February and 2 March and registered in the Books of Council and Session on 4 March all months in the year 2005;
- (iii) Assignment by Kevin Merchant and Dorothy Ellen Dryburgh in favour of Colin and Susan Watson (Firm) dated 25 and 28 May and 27 September and registered in the Books of Council and Session on 26 November all months in the year 2007;
- (iv) Assignment by Colin and Susan Watson (A Firm) in favour of Susan Watson dated 4, 9 and 21 August 2015 and registered in the Land Register of Scotland under the aforesaid Title Number; and
- (v) Minute of Extension and Variation of Lease between Grainshore Limited and Susan Watson trading as Hammerton Store dated 28 August and 7 October and registered in the Books of Council and Session on 30 March all months in the year 2016.

8.2 A certificate signed by any official, manager or equivalent account officer of the Bank 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:-

SUBSCRIBED for and on behalf of the said GRAINSHORE LIMITED

At ABERDEEN

on 26/2/18

By  
Print Full Name  
ANN GRIMMER

Director

By  
Print Full Name

Witness/Director/Secretary

STEPHEN THOMAS

Date of delivery:

HBUKJ/22112017/14:39:03