

MR01

Particulars of a charge

26/102626



A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument. Use form MR08.

THURSDAY



SCT 07/11/2013 #381
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number S C 1 9 7 8 9 8

Company name in full Lorne Properties Limited (the "Company")

For official use 22

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03 00 01 00 02 00 01 03

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Bank of Scotland plc (the "Lender")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

The Standard Security by DH Torphichen Street Limited in favour of the Company over ALL and WHOLE the subjects on the east side of Buccleuch Street, Edinburgh, EH8 9JH being the subjects registered in the Land Register of Scotland under Title Number MID145534.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature



X For and on behalf of Shepherd and Wedderburn X
LLP (acting on behalf of the Lender)

This form must be signed by a person with an interest in the charge.

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 197898

Charge code: SC19 7898 0022

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th October 2013 and created by LORNE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2013.

Given at Companies House, Edinburgh on 11th November 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



SHEPHERD WEDDERBURN

STANDARD SECURITY

by

LORNE PROPERTIES LIMITED

in favour of

BANK OF SCOTLAND PLC

Standard Security by DH Torphichen Street Limited in favour of
Lorne Properties Limited

Subjects at Buccleuch Street, Edinburgh

We hereby certify that, save for material redacted
pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original

Signed:

Date:

For and on behalf of Shepherd and Wedderburn LLP

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T: +44 (0)131 228 9900
F: +44 (0)131 228 1222
www.shepwedd.co.uk

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STANDARD SECURITY

by

- (1) **LORNE PROPERTIES LIMITED**, a company registered in Scotland with Company Number SC197898, whose registered office is at Maidencraig House, 192 Queensferry Road, Edinburgh EH4 2BN (the "**Company**");

in favour of

- (2) **BANK OF SCOTLAND PLC**, incorporated in Scotland with Company Number SC327000 and having its registered office at The Mound, Edinburgh EH1 1YZ ("**BoS**").

1. Definitions and Interpretation

1.1 Definitions

In this Standard Security, unless the context otherwise requires:

"**Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"**Property**" means ALL and WHOLE the subjects on the east side of Buccleuch Street, Edinburgh EH8 9JH being the whole subjects registered in the Land Register of Scotland under Title Number MID145534;

"**Secured Liabilities**" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to this Standard Security; and

"**Standard Conditions**" means the standard conditions as specified in Schedule 3 to the Act.

1.2 Construction

1.2.1 In this Standard Security (unless the context otherwise requires) any reference to:

- (i) any person is to be construed to include that person's permitted assignees or transferees or successors in title, whether direct or indirect;
- (ii) a reference to a document or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, varied, supplemented, substituted or novated from time to time;
- (iii) words importing the singular are to include the plural and vice versa and words denoting any gender shall include all genders; and
- (iv) a Clause is to a clause in this Standard Security.

1.2.2 Clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security.

2. Undertaking to Pay

- 2.1 The Company shall on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.
- 2.2 A certificate by any duly authorised officer of BoS as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

3. Standard Security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company hereby grants a standard security in favour of BoS over ALL and WHOLE the standard security granted by DH Torphichen Street Limited in favour of the Company over the Property dated on or around the date of this Standard Security and registered or to be registered in the Land Register of Scotland under the Title Number MID145534 (the "Principal Security").
- 3.2 The Standard Conditions and any lawful variation thereof operative for the time being shall apply to the standard security granted pursuant to Clause 3.1.
- 3.3 The Standard Conditions shall be varied as follows:
- 3.3.1 Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security.
- 3.3.2 If any event of default (howsoever described) under any facility letter or other agreement between BoS and the Company occurs, the Company shall (in addition to the circumstances specified in the said Act) be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to its whole other rights and powers under the Act or the facility letter or other agreement, BoS shall be entitled to enforce this Standard Security in accordance with the provisions of the Act.

4. Negative Pledge

The Company will not without the prior written consent of BoS:

- 4.1 create or allow to exist any fixed security or floating charge over all or any of the Principal Security other than in favour of BoS; or
- 4.2 discharge or vary the Principal Security.

5. Default

- 5.1 Without prejudice to the rights and remedies of BoS under the Act or otherwise, in the event of the Company being in default under this Standard Security:
- 5.1.1 the Company shall on demand grant, execute and deliver a valid assignation of the Principal Security in favour of BoS or any nominee of BoS; and
- 5.1.2 BoS shall have power to uplift, receive, sue for and discharge all sums and liabilities due and to become due under the Principal Security and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to the Company in respect thereof, and that without the consent of or notice to the Company and on such terms and conditions as BoS in its absolute discretion may determine,
- declaring that the exercise or otherwise by BoS of all or any of the powers conferred by this Standard Security shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by the Company in this Standard Security or otherwise.
- 5.2 Without prejudice to the rights and remedies of BoS under the Act or otherwise, in the event of the Company being in default under this Standard Security, to the extent not already done so, the Company shall grant, execute, deliver and intimate a valid assignation of its whole right, title and interest in and to any right to demand and receive sums due to it under a loan agreement between the Company and DH Torphichen Street Limited dated on or around the date of this Standard Security.

6. Warrandice

The Company grants warrandice.

7. BoS's Right to Set Off

- 7.1 The Company agrees that any monies from time to time standing to its credit on any account with BoS may be retained as cover for and at any time without notice to the Company applied by BoS in or towards payment or satisfaction of all or any of the Secured Liabilities.
- 7.2 If BoS exercises any right of set-off in respect of any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to set it off, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by BoS in connection with that purchase.

8. Assignment

- 8.1 The Company may not assign or otherwise deal with its rights or obligations under or interests in this Standard Security.
- 8.2 BoS may at any time assign or otherwise deal with any of its rights or obligations under or interests in this Standard Security.
- 8.3 BoS may disclose any information about the Company, the Secured Liabilities and this Standard Security to any person to whom it proposes to assign (or has assigned) any of its rights or obligations under or interests in this Standard Security, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.

9. Further Assurance

The Company will promptly, at its own cost, do all such acts or execute all such documents as BoS may specify (and in such form as BoS may require) in favour of BoS or its nominee(s) for the purpose of exercising the rights under this Standard Security or perfecting the security created by this Standard Security or for the exercise of the rights, powers and remedies of BoS provided by or pursuant to this Standard Security or by law.

10. Consent to Registration

The Company consents to the registration of this Standard Security and of any certificate referred to in Clause 2.2 for preservation and execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the three preceding pages is executed as follows:

SUBSCRIBED for and on behalf of
LORNE PROPERTIES LIMITED

at Edinburgh

on 18 October 2013

by Roderick McKenzie Petrie Director Director
(Print Full Name)

~~before this witness:~~
and

MARY ANNE MCADAM Witness Witness
(Print Full Name) Company Secretary Company Secretary

MAIDDOCRAGH HOUSE Address

COMPANY SECRETARY Occupation