

MR01

Particulars of a charge



Companies House

13/551265

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
instrument. Use

For further information, please
refer to our guidance at:
gov.uk

This form **must be delivered to the Registrar for regi**
21 days beginning with the day after the date of creation
delivered outside of the 21 days it will be rejected unless
court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with
scanned and placed on the public record.

THURSDAY



S2JNS112
SCT 24/10/2013 #142
COMPANIES HOUSE

1 Company details

Company number S C 2 9 9 2 3 4
Company name in full EDMOR (COWGATE) LIMITED

For official use

→ **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 1 7 1 0 2 0 1 3

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 SANTANDER UK PLC

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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4	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	ALL and WHOLE the subjects known as and forming 11, 13 and 17/19 Cowgate and 14 Peter Street, Dundee, DD1 2EW being the subjects registered in the Land Register of Scotland under Title Number ANG14281 and ALL and WHOLE the subjects known as and forming 23 Cowgate, Dundee DD1 2HS being the subjects registered in the Land Register of Scotland under Title Number ANG712		
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 

Partner for HBJ Gateley

X

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	Caroline James
Company name	HBJ Gateley
Address	107 West Regent Street
Post town	Glasgow
County/Region	Glasgow
Postcode	G 2 2 B A
Country	Scotland
DX	GW120 GLASGOW
Telephone	0141 574 2458



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: 299234

Charge code: SC29 9234 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th October 2013 and created by EDGEMOR (COWGATE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2013.

Given at Companies House, Edinburgh on 28th October 2013



Companies House

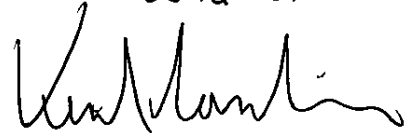


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HBJ Gateley

CERTIFIED AS A TRUE COPY OF THE ORIGINAL SUBJECT TO THE EXCLUSION
OF PERSONAL INFORMATION PERMITTED BY SECTION 859G OF THE
COMPANIES ACT 2006

STANDARD SECURITY



Verna Macmillan, Solicitor

**SUBJECTS AT 11,13 AND 17/19 COWGATE AND 14 PETER STREET, DUNDEE DD1 2EW
(TITLE NUMBER ANG14281) AND 23 COWGATE, DUNDEE DD1 2EW (TITLE NUMBER
ANG712)**

by

EDGEMOR (COWGATE) LIMITED

(Debtor)

in favour of

SANTANDER UK PLC

(Lender)

Gateley (Scotland) LLP
Cornerstone
107 West Regent St
Glasgow
G2 2BA

Ref: CSJ.SAN0208.00003
www.hbjgateley.com

We, EDGEMOR (COWGATE) LIMITED, incorporated under the Companies Acts (Company Number SC299234) and having our Registered Office at Granite House, 18 Alva Street, Edinburgh, EH2 4QG (hereinafter referred to as "the Debtor") in security of all sums due and that may become due to SANTANDER UK plc (Company Reg No 2294747) having its Registered Office at 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter referred to as "the Bank") by the Debtor in terms of the Personal Bond granted by the Debtor in favour of the Bank dated on or around the date hereof and any variation, extension, renewal, replacement or alteration thereof HEREBY GRANT a Standard Security in favour of the Bank over ALL and WHOLE the subjects known as and forming 11, 13 and 17/19 Cowgate and 14 Peter Street, Dundee 2EW, being the subjects registered in the Land Register of Scotland under Title Number ANG14281 and ALL and WHOLE the subjects known as and forming 23 Cowgate, Dundee DD1 2HS, being the subjects registered in the Land Register of Scotland under Title Number ANG712.

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("the 1970 Act") and any lawful variation thereof operative for the time being (all as hereinafter varied) shall apply (save to the extent that (i) they are inconsistent with or any more onerous than any terms and conditions of and contained in the facility letter by the Bank to us, the Debtor, dated on around the date hereof as amended, varied, supplemented or novated from time to time ("the Facility Letter") (in which case the terms and conditions of and contained in the Facility Letter shall apply) or (ii) they are prevented by law; and We agree that the Standard Conditions shall be varied to the effect that:

- a)
 - i) The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the subjects hereby secured and not the market value thereof.
 - ii) All policies of insurance effected by the Debtor in respect of the subjects hereby secured against fire and other risks shall be made available to the Bank for the purpose of endorsement of the interest of the Bank and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).
 - iii) The Bank shall have full power to settle and adjust with the insurers all questions with respect to the amount of the monies payable under the policy and with respect to the liability of the insurers.
 - iv) Any monies received on any insurance of the subjects hereby secured whether effected by the Debtor or by the Bank in terms of Standard Condition 7(1) (other than third party liability) shall be applied in or towards making good the loss or damage in respect of which the monies are received provided that to the extent that any insurance and any occupational lease or licence does not restrict the insurance monies being used to prepay the sums of money due hereunder or under the said Personal Bond, the proceeds of insurance shall:
 - a) if at the relevant time an Event of Default (as defined in the Facility Letter) has occurred and is continuing and the Bank requires in writing; or
 - b) if at any other time, the Bank requests it in writing and the Debtor agrees to such request,be used to prepay the sums of money due hereunder or under the said Personal Bond.
 - v) Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the Bank in writing.
- b) The Debtor shall not at any time, while this security shall remain undischarged, do any of the following without the prior consent in writing of the Bank which consent, if granted, may be granted subject to such conditions as the Bank may in its entire discretion see fit to impose:

i) create or agree to create or purport to create any subsequent security over the subjects hereby secured or any part thereof other than Permitted Security (as defined in the Facility Letter).

ii) sell or offer to sell or agree to sell or convey or dispo~~n~~e (otherwise than by mortis causa deed) any interest in the subjects hereby secured or any part thereof other than in accordance with the terms of the Facility Letter.

iii) make any material alteration in the use of the subjects hereby secured.

iv) let or sub-let or agree to let or sub-let the subjects hereby secured or any part thereof or in any way part with the occupation of the subjects hereby secured or any part thereof (such consent of the Bank in respect hereof not to be unreasonably withheld or delayed).

v) make application for or accept any improvement grant, repair grant or other similar grant in respect of the subjects hereby secured or any part thereof under the Housing (Scotland) Acts or any like enactment.

- c) The Bank upon entering into possession of the subjects hereby secured shall become and be the agent of the Debtor with authority at the expense of the Debtor to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects hereby secured which the Debtor has refused or omitted to remove from the subjects hereby secured in such manner as the Bank may think fit, without the Bank being liable for any loss or damage occasioned by the exercise of this power except to the extent caused by the wilful neglect or default of the Bank or its officers, employees or agents.
- d) The Debtor shall vacate the subjects hereby secured in so far as occupied by him and his servants and shall give the Bank immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Debtor at his Registered Office at any time after the Bank shall have become entitled to enter into possession of the subjects hereby secured; And the Debtor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the County in which the subjects hereby secured are situated at the instance of the Bank.
- e) The Debtor shall keep the Bank indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All reasonably and properly incurred expenses and outlays incurred by the Bank and by any of its Officers, Solicitors, Surveyors or Agents in connection with the preparation, execution and recording hereof and of any variation, restriction or discharge hereof or in connection with any default hereunder or the collection of any sums of money due and not timeously paid hereunder or under the said Personal Bond and all expenses reasonably incurred by the Bank in calling up the security and realising or attempting to realise the subjects hereof or any part thereof and exercising any other powers conferred upon it hereby or by the said Personal Bond shall, save where inconsistent with any separate agreement in writing entered into by the Debtor and the Bank, be payable by the Debtor to the Bank on an agent and client basis on demand and until so paid shall be part of the monies hereby secured and Standard Condition 12 is hereby excluded.
- f) The Bank may at any time after entering into possession of the subjects hereby secured, relinquish such possession on giving written notice to the Debtor.
- g) The Debtor hereby assigns to the Bank all claims and rights competent or that may become competent to him to payments of compensation by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the subjects hereby secured.
- h) The powers available to the Bank hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Bank by statute or at common law.

- i) The Bank may at any time assign these presents to any Qualifying Lender (as defined in the Facility Letter) and any such assignee or subsequent assignees shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the Bank hereunder.
- j) In the event of any inconsistency or conflict between the terms of these presents and the Facility Letter, or if any provision in these presents is more onerous than the equivalent provision applicable to us in the Facility Letter, then the terms of the Facility Letter shall prevail.
- k) All the words and expressions which are incorporated in this variation and which are defined in the 1970 Act or in the said Schedule, shall be deemed to be so defined for the purpose of these presents.

And We grant warrandice but excepting therefrom the leases and licence agreements detailed in the Schedule annexed and signed as relative hereto; And We consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 2 preceding pages are executed as follows:-

They are subscribed for and on behalf of Edgemor (Cowgate) Limited by ACTION BY GILES MATTHEW EDGAR, AN AUTHORIZED SIGNATORY UNDER POWER OF ATTORNEY DATED 1 OCTOBER 2013

Signature of ~~*Director/Co-Secretary/Authorised~~
~~Signatory~~ Witness ~~(*Delete~~ as
~~appropriate)~~

KEVIN JAMES RAMLINDON
Full name of above (print)

Address of Witness

Signature of ~~*Director/Authorised~~ Signatory

GILES MATTHEW EDGAR
Full name of above (print)

Date of signing

14/10/13
Edm Bulghel
Place of signing

**This is the Schedule referred to in the foregoing Standard Security by Edgemor (Cowgate)
Limited in favour of Santander UK PLC**

Leases

11 Cowgate (Basement, Ground and First Floors)

Lease between Co-Operative Whole Society Limited and Freezway Frozen Food Centres dated 18 June and 6 August 1985 and registered in the Books of Council and Session on 19 August 1985, as amended, varied or supplemented from time to time.

13 Cowgate (First Floor)

Lease between Edgemor (Cowgate) Limited and Norrie & Gilmartin Solicitors dated 23 October and 28 October 2009, as amended, varied or supplemented from time to time.

13 Cowgate (Second Floor East)

Lease between Edgemor (Cowgate) Limited and The Scottish Legal Aid Board dated 13 May and 20 May and registered in the Books of Council and Session on 2 June, all in the year 2009, as amended, varied or supplemented from time to time.

13 Cowgate (Second Floor)

Missives of let between Graham & Sibbald on behalf of their client, Newport (Dundee) Limited and Karen Kidd and Marilyn Neave dated 30 March 2006 as amended, varied or supplemented from time to time.

19 Cowgate (Ground Floor)

Lease between Edgemor (Cowgate) Limited and Wilkies Limited dated 11 June and 2 July and registered in the Books of Council and Session on 21 July, all in the year 2010, as amended, varied or supplemented from time to time.

23 Cowgate

Licence Agreement between Edgemor (Cowgate) Limited and Blacks Outdoor Retail Limited dated 9 May 2013.

14 Peter Street

Lease between Morgan Grenfell Custodial Services (CI) Limited and Stralo Limited as trustees of the Morgan Grenfell Retail Property Fund and Sanette May French dated 3 August and 16 August and registered in the Books of Council and Session on 29 November, all in the year 1995, as amended, varied or supplemented from time to time.

14 Peter Street (Unit 2)

Lease between Edgemor (Cowgate) Limited and Ideal Furniture & Discount Store Limited dated 28 May and 11 June 2013.

Car Park Space 1

Licence Agreement between Edgemor (Cowgate) Limited and Tony Caffrey, (Specsavers) dated 15 August and 11 September 2008.

Car Park Space 2

Licence Agreement between Edgemor (Cowgate) Limited and Tony Caffrey, (Specsavers) dated 15 August and 11 September 2008.

Car Park Space 3

Licence Agreement between Edgemor (Cowgate) Limited and David Beaton dated 15 August and 11 September 2008.

Car Park Spaces 4-6

Licence Agreement between Edgemor (Cowgate) Limited and Valy Ossman dated 9 January 2012.

Car Park Space 7

Licence Agreement between Edgemor (Cowgate) Limited and Claire Henderson dated 14 and 15 February 2011.

Car Park Space 8

Licence Agreement between Edgemor (Cowgate) Limited and David Beaton (Specsavers) dated 28 January and 5 February 2010.

Car Park Space 9

Licence Agreement between Edgemor (Cowgate) Limited and Valy Ossman dated 21 February and 24 February 2012.

Car Park Space 10

Licence Agreement between Edgemor (Cowgate) Limited and Mohammed Afzal dated 27 August and 28 August 2008.

Car Park Space 11

Licence Agreement between Edgemor (Cowgate) Limited and Vali Sacvanie dated 29 August and 1 September 2008.

Car Park Space 14

Licence Agreement between Edgemor (Cowgate) Limited and Isra Shafiq dated 2 July and 9 July 2013.

Car Park Space 15

Licence Agreement between Edgemor (Cowgate) Limited and PDSO (The Scottish Legal Aid Board) dated 19 March 2012.

Car Park Space 16

Licence Agreement between Edgemor (Cowgate) Limited and David Beaton (Specsavers) dated 15 August and 11 September 2008.

Car Park Space 17

Licence Agreement between Edgemor (Cowgate) Limited and Sharelene Frew dated 22 April and 11 June 2013.

Car Park Space 18

Licence Agreement between Edgemor (Cowgate) Limited and Bernadette Reilly dated 29 April 2010.

Car Park Space 19

Licence Agreement between Edgemor (Cowgate) Limited and Gwen Murray dated 19 June and 10 August 2009.

Car Park Space 20

Licence Agreement between Edgemor (Cowgate) Limited and Specsavers dated 28 November 2012 and 21 January 2013.

Car Park Space 21

Licence Agreement between Edgemor (Cowgate) Limited and Polly Moffat dated 26 April and 27 April 2012.

Car Park Space 22

Licence Agreement between Edgemor (Cowgate) Limited and Donna Mitchell t/a Trand Limited dated 1 September 2008.

Car Park Space 25

Licence Agreement between Edgemor (Cowgate) Limited and PDSO (The Scottish Legal Aid Board) dated 18 August and 20 August 2008.

Car Park Space 26

Licence Agreement between Edgemor (Cowgate) Limited and Specsavers dated 1 March and 11 March 2013.

Car Park Space 27

Licence Agreement between Edgemor (Cowgate) Limited and Donna McDonald t/a Internationale Retail Limited dated 9 September and 23 September 2008.

A large, solid black rectangular redaction mark covering the bottom right portion of the page, likely obscuring a signature or stamp.