



**Registration of a Charge**

Company name: **FAIRWAYS INVESTMENTS (SCOTLAND) LIMITED**  
Company number: **SC300550**

Received for Electronic Filing: **09/01/2018**



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**Details of Charge**

Date of creation: **05/01/2018**  
Charge code: **SC30 0550 0027**  
Persons entitled: **BANK OF SCOTLAND PLC**  
Brief description: **ALL AND WHOLE THE BORROWER'S LEASEHOLD INTEREST IN THE SUBJECTS KNOWN AS AND FORMING 1 SWAN STREET, GLASGOW G4 OAX BEING THE LEASE REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA101258;**  
**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:

**MORTON FRASER LLP**



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

Company number: 300550

Charge code: SC30 0550 0027

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th January 2018 and created by FAIRWAYS INVESTMENTS (SCOTLAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2018 .

Given at Companies House, Edinburgh on 10th January 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**

# **BANK OF SCOTLAND**

**STANDARD SECURITY**

**by**

**FAIRWAYS INVESTMENTS (SCOTLAND) LIMITED**

**in favour of**

**BANK OF SCOTLAND PLC**

**Property: Lease of 1 Swan Street, Glasgow G4 0AX (Title Number: GLA101258)**

**IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.**

## **STANDARD SECURITY**

In this **STANDARD SECURITY** the words listed below have the following meanings:-

- BoS:** **BANK OF SCOTLAND PLC** incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.
- Borrower:** **FAIRWAYS INVESTMENTS (SCOTLAND) LIMITED** incorporated under the Companies Acts (Company No: SC300550) and having its Registered Office at 216 West George Street, Glasgow, G2 2PQ
- Property:** The Borrower's leasehold interest in the subjects known as and forming 1 Swan Street, Glasgow G4 0AX.

as more fully described in Part 1 of the Schedule.

Title Number: GLA101258

- Deed of Conditions:** The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.
- Schedule:** The Schedule in three Parts annexed and signed as part of this Standard Security.
- Secured Liabilities:** has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.

5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for execution.
8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is Bank of Scotland plc, Credit Fulfilment, 110 St Vincent Street, Glasgow G2 5ER.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule executed by the Borrower as follows:-

SUBSCRIBED for and on behalf of the  
said **Fairways Investments (Scotland)  
Limited**

at Glasgow

on 20<sup>th</sup> November 2017

by

Thomas Wallace

Print Full Name

Director

before this witness

Fiona Keeney

Print Full Name

Witness

Address

[Redacted Address]

*[Please remember to execute the Schedule]*

**Schedule referred to in the foregoing Standard Security by Fairways Investments (Scotland) Limited in favour of Bank of Scotland plc**

**PART 1**

ALL and WHOLE the Borrower's leasehold interest in the subjects known as and forming 1 Swan Street, Glasgow G4 0AX being the Lease registered in the Land Register of Scotland under Title Number GLA101258; Together with the Borrower's whole right, title and interest present and future therein and thereto.

**PART 2**

**NONE**

**PART 3**

**NONE**

*[To be executed by the Borrower]*

