

# MR01

## Particulars of a charge



Companies House

810872 / €13

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](http://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 no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



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

THURSDAY



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SCT

23/01/2014

COMPANIES HOUSE

For official use

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→ Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number S C 3 7 1 6 4 2

Company name in full Hazledene Strawberrybank (Hotel) Limited

### 2 Charge creation date

Charge creation date <sup>d</sup>2 <sup>d</sup>0 <sup>m</sup>0 <sup>m</sup>1 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>4

### 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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## 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 tenant's interest in the lease between one part, UBS Nominees Limited and UBS Trustees (Jersey) Limited, as trustees of Pramerica UG Ground Lease Fund dated 17 January 2014 and to be registered in the Land Register of Scotland (the "Lease"). The subjects of which Lease are (a) 17 and 19 Justice Mill Lane, Aberdeen, AB11 6YE and 66,68 and 70 Hardgate, Aberdeen, AB11 6YE (title number ABN47390) and subjects at Hardgate Steps, Aberdeen (title number ABN93546). The tenant's interest in the Lease is registered under title number ABN117381.

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## 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**

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## 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**

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## 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 <sup>1</sup>**

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.

☐

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

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**Signature**

Please sign the form here.

Signature

Signature

X J. D. Stedman X

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

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**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	Laura McMorland
Company name	Burness Paull LLP
Address	Union Plaza (6th Floor)
	1 Union Wynd
Post town	Aberdeen
County/Region	
Postcode	A B 1 0 1 D Q
Country	
DX	
Telephone	01224 621 621



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 371642

Charge code: SC37 1642 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th January 2014 and created by HAZLEDENE STRAWBERRYBANK (HOTEL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2014.

Given at Companies House, Edinburgh on 24th January 2014



**Companies House**



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

## Certified a true copy

Aberdeen.....

*Samman*

SANTANDER UK plc

for and on behalf of Business Pairs LLP

STANDARD SECURITY

We, HAZLEDENE STRAWBERRYBANK (HOTEL) LIMITED (Co. No. SC371642), having its Registered Office at The Ca'd'oro, 45 Gordon Street, Glasgow, G1 3PE 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 as Security Trustee for itself and each of its subsidiary undertakings from time to time (within the meaning of section 1162 of the Companies Act 2006) (hereinafter referred to as "the Bank") by Hazledene Strawberrybank (Hotel) Limited (Co. No. SC371642), The Ca'd'oro, 45 Gordon Street, Glasgow, G1 3PE (hereinafter referred to as "the Debtor") HEREBY GRANT a Standard Security in favour of the Bank over ALL and WHOLE the tenant's interest in the lease (the "Lease") between, on the one part, UBS Trustees (Jersey) Ltd (a company registered in Jersey with company number 40017) and UBS TC (Jersey) Ltd (a company registered in Jersey with company number 50241) both acting in the capacity of Trustees of Pramerica UK Ground Lease Fund, a Unit Trust Scheme formed by a Trust Deed dated 26 July 2006 pursuant to Article 7(3) of the Trust (Jersey) Law (as amended) care of UBS AG Jersey Branch Durell House, 28 New Street St Helier Jersey JE2 3RA and, on the other part, the Debtor, dated 13 January 2014 and subsequent date and to be registered in the Land Register of Scotland, the subjects of which Lease are (a) subjects 17 and 19 Justice Mill Lane, Aberdeen, AB11 6EQ and 66, 68 and 70 Hardgate, Aberdeen, AB11 6YE registered in the Land Register under Title Number ABN47390; and (b) subjects at Hardgate Steps, Aberdeen registered in the Land Register under Title Number ABN93546.

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 shall apply; 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) shall be applied at the option of the Bank either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due or that may become due to the Bank.
  - 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.

ii) sell or offer to sell or agree to sell or convey or dispose (otherwise than by mortis causa deed) any interest in the subjects hereby secured or any part thereof.

iii) make any 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.

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 shall refuse or omit 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.

d) The Debtor shall vacate the subjects hereby secured in so far as occupied by him, his family and 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 last known address given 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 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 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 shall 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.

for and on behalf of Bursess Paull LLP

Aberdeen

Certified a true copy

- g) The Debtor hereby assigns to the Bank all claims and rights competent or that may become competent to him to payments of compensation under any statute or 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 person 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) 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; And We consent to registration hereof for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed as follows:

Subscribed for and on behalf of the said HAZLEDENE STRAWBERRYBANK (HOTEL) LIMITED

all at (place) EDINBURGH

on (date) 14 JANUARY 2014

Director [Signature] (Signature)

Print Full Name MARK DAVID SHAW

In the presence of:

Witness [Signature] (Signature)

Print Full Name JOHN GEORGE MEEHAN

Address THE C'N DOKO 45 GORDON STREET GLEASOW

**Certified a true copy**

Aberdeen

[Signature]  
for and on behalf of Burness Paul LLP