



Registration of a Charge

Company name: **PENTLAND LIVESTOCK LIMITED**

Company number: **SC473193**

Received for Electronic Filing: **08/12/2020**



X9JG0B2H

Details of Charge

Date of creation: **07/12/2020**

Charge code: **SC47 3193 0004**

Persons entitled: **THE AGRICULTURAL MORTGAGE CORPORATION PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 325.4 ACRES OR THEREBY AT PATIESHILL FARM, NINE MILE BURN, PENICUIK EH26 9NB BEING THE SUBJECTS SHOWN COLOURED PINK ON THE PLAN ANNEXED AND SIGNED AS RELATIVE HERETO WHICH SUBJECTS FORM PART AND PORTION OF THE SUBJECTS CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER: MID202321**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

SUSAN DUFF



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 473193

Charge code: SC47 3193 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th December 2020 and created by PENTLAND LIVESTOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2020 .

Given at Companies House, Edinburgh on 9th December 2020

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**

THE AGRICULTURAL MORTGAGE CORPORATION PLC

In this standard security the following expressions shall have the meanings and effect respectively set opposite to them:-

The Debtor	PENTLAND LIVESTOCK LIMITED, a company incorporated in Scotland under the Companies Acts (Company No: SC473193) and having its Registered Office at 15 Academy Street, Forfar DD8 2HA
The Business Loan Agreement	Any Business Loan Agreement and/or Flexible Loan Facility Agreement between the Debtor and AMC including the Business Loan Agreement executed by the Debtor of even date herewith.
The Proprietor	GEORGE GLEN ALEXANDER BURKE and MRS JANET LOCKHART BURKE, spouses, residing together at Patieshill Farmhouse, Nine Mile Burn, Penicuik EH26 9NB
AMC	THE AGRICULTURAL MORTGAGE CORPORATION PLC incorporated in England under the Companies Acts (Company Number 00234742) and having its Registered Office at Charlton Place, Charlton Road, Andover, Hampshire, SP10 1RE and its successors and assignees whomsoever.
The Security Subjects	<p>The Property known as:</p> <p>325.4 acres or thereby at Patieshill Farm, Nine Mile Burn, Penicuik EH26 9NB</p> <p>more fully described in Schedule I hereof</p>

1/2005

The Proprietor in security of all sums and liabilities which are now and which may at any time hereafter become due owing or incurred by the Debtor to AMC in terms of the Business Loan Agreement and any variation extension renewal replacement or alteration thereof or for or in respect of which the Debtor may be liable to AMC on any amount or in any manner whatsoever GRANTS a Standard Security in favour of AMC over the Security Subjects; Declaring that a Certificate signed by a duly authorised officer or agent of AMC shall be sufficient to ascertain and constitute conclusively the amount or balance of principal and interest, liabilities, costs, charges and expenses due by the Debtor to AMC at the date of such Certificate.

The Standard Conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply but the Debtor and the Proprietor agree that the said Standard Conditions shall be varied to the effect specified in Parts A and B of Schedule II hereof and the Business Loan Agreement; And the Proprietor grants warrandice;

And the Proprietor and the Debtor warrant that there are no agreements under Section 75 of the Town and Country Planning (Scotland) Act 1997 (or previously under Section 50 of the Town and Country Planning (Scotland) Act 1972) in force or in contemplation in respect of the Security Subjects or any part thereof; And the Proprietor and the Debtor consent to the registration hereof and of any such Certificate as aforesaid for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page and the two Schedules and Plan annexed are subscribed as follows:

.....
Witness Signature

.....
Witness Full Name

.....
Witness Address

.....

.....
Date of signing

.....
Place of Signing

.....
Director

.....
Director

.....
George G A Burke

.....
Mrs Janet L Burke

REGISTER on behalf of the within named THE AGRICULTURAL MORTGAGE CORPORATION PLC in the REGISTER of the COUNTY OF

Solicitors,
Agents

SCHEDULE I referred to in the foregoing Standard Security by GEORGE GLEN ALEXANDER BURKE and MRS JANET LOCKHART BURKE in favour of The Agricultural Mortgage Corporation PLC ("AMC")

ALL and WHOLE the subjects known as and forming 325.4 acres or thereby at Patieshill Farm, Nine Mile Burn, Penicuik EH26 9NB being the subjects shown coloured pink on the plan annexed and signed as relative hereto which subjects form Part and Portion of the subjects currently undergoing registration in the Land Register of Scotland under Title Number: MID202321

G. Burke
Janet Burke
George Burke
Johna Burke

SCHEDULE II referred to in the foregoing Standard Security by GEORGE GLEN ALEXANDER BURKE and MRS JANET LOCKHART BURKE in favour of The Agricultural Mortgage Corporation PLC ("AMC")

PART A

1 DEFINITIONS

The expressions used in this Schedule shall have the meanings and effects set out in the foregoing Standard Security.

2 MAINTENANCE AND REPAIR

Standard Condition 1 shall be varied to the effect that the Debtor and/or the Proprietor shall in all respects cultivate and manage or cause to be cultivated and managed the Security Subjects and every part thereof in a good and proper and husbandlike manner and will permit AMC (or its servants, agents or otherwise whosoever) at all reasonable times to enter in and upon the Security Subjects and examine the state of repair, cultivation and condition thereof.

3 INSURANCE

3.1 Standard Condition 5 shall be varied to the effect that:-

- (a) the sum for which the Security Subjects shall be insured in terms of the said Condition 5 shall be the full reinstatement cost thereof and not market value; and
- (b) the Security Subjects shall be insured in terms of the said Condition 5 in the joint names of the Debtor and/or the Proprietor. In the event that lending facilities in excess of £10,000,000 are supported by an individual dwelling(s) or building(s) we will require the property to be insured through a composite insurance arrangement

3.2 The Debtor and/or the Proprietor, if so required by and at the option of AMC, shall apply any sum received on any insurance of the Security Subjects in making good the loss and damage in respect of which the sum was received or in discharging pro tanto any sums of principal, interest and charges due or that may become due under the Standard Security, and the Debtor and/or the Proprietor shall hold any sum he may receive on such insurance for AMC and shall pay the same over to AMC on demand.

4 LEASES

The Debtor and/or the Proprietor shall enforce due observance and performance of all tenant's obligations under any lease, sub-lease or other tenancy or agreement for lease to which the whole or any part of the Security Subjects is or may become subject and shall not waive, vary or agree to waive or vary any of the terms of such lease, sub-lease or other tenancy or agreement for lease nor to exercise any power to terminate or extend the same without the prior written consent of AMC.

5 RESTRICTIONS ON THE DEBTOR AND/OR THE PROPRIETOR

The Debtor and/or the Proprietor shall not without the prior consent in writing of AMC at any time during the continuance of the security:-

- (a) create any further security or charge over the Security Subjects notwithstanding that the subsequent security or charge purports to rank after this Standard Security;
- (b) in any way part with or share occupation of the Security Subjects or any part thereof;
- (c) in any way create any servitudes, wayleaves, third party rights or any burdens, conditions or restrictions or others affecting the Security Subjects; and
- (d) transfer the Security Subjects under burden of the Standard Security.

6 DEFAULT

Standard Condition 9 shall be varied to the effect that, in addition to the circumstances set out in Standard Condition 9, the Debtor and/or the Proprietor shall also be in default upon the occurrence of a default by the Debtor under the Business Loan Agreement.

7 INDEMNITY

The Debtor and/or the Proprietor undertakes to free, relieve and indemnify AMC to the latter's satisfaction against all actions, proceedings, claims for damages and expenses which may be brought or otherwise lie against AMC whether arising out of contract, delict or in any other way incurred or which may at any time be incurred by AMC itself or by any manager, agent, officer, servant or workman for whose debt, act or default AMC may be liable in any such case as a result or in consequence of AMC's connection with the Security Subjects as Standard Security holders or otherwise.

8 EXCLUSION OF LIABILITY

AMC shall not in any circumstances by reason of it taking possession of the Security Subjects or any part thereof or for any other reason whatsoever or on any other basis whatsoever be liable to account to the Debtor and/or the Proprietor for anything except AMC's own actual receipts or be liable to the Debtor and/or the Proprietor for any loss or damage arising from any realisation of the Security Subjects or omission of AMC in relation to the Security Subjects or any part thereof or from any act or default or omission of AMC in relation to the Security Subjects or any part thereof or from any exercise or non-exercise by AMC of any power, authority or discretion conferred upon it in relation to the Security Subjects or any part thereof pursuant to the Standard Security or the Conveyancing and Feudal Reform (Scotland) Act 1970 or any lawful variation thereof unless such loss or damage shall be caused by AMC's own fraud.

9 EXCLUSION OF PERSONAL BAR

AMC's rights and powers arising under the Standard Security whether express or implied shall not be prejudiced by any delay in enforcing such rights and powers or time being given to the Debtor and/or the Proprietor or any other act done or omitted by AMC which might otherwise have been deemed a waiver of such breach nor shall any single or partial exercise of such right or power preclude any further exercise of the same or the exercise of any other right, power or remedy available to it.

10 SCHEMES, QUOTAS AND COMPENSATION

10.1 Upon receipt by the Debtor and/or the Proprietor of any monies payable as compensation under any scheme (whether compulsory or voluntary) arising under

European Union or domestic legislation whereby the use for agricultural purposes of the Security Subjects or any part thereof is restricted (whether permanently or temporarily) in any manner whatsoever, the Debtor and/or the Proprietor will forthwith give notice of such receipt to AMC and AMC may require that such monies be applied in reduction of the money for the time being owing to AMC.

- 10.2 If, under any such scheme, or any other scheme (whether compulsory or voluntary) arising under European Union or domestic legislation, a quota system of any kind exists or is introduced and a quota attaches or is allocated to the Security Subjects or the agricultural business carried out by the Debtor and/or the Proprietor on the Security Subjects the Debtor and/or the Proprietor will not without the prior consent in writing of AMC assign, lease, surrender or otherwise dispose of such quota (and AMC may in its absolute discretion grant such a consent unconditionally or upon conditions as to the application of any monies to be received by the Debtor and/or the Proprietor upon the intended disposal or upon other conditions or withhold such consent without giving any reasons).

11 COSTS, CHARGES AND EXPENSES

In addition and without prejudice to the obligations contained in Standard Condition 12 the Debtor and/or the Proprietor shall be personally liable for all costs, charges and expenses properly incurred by AMC under the Standard Security and such sums together with the sums referred to in Standard Condition 12 and interest on all such sums at a rate to be specified by AMC shall be deemed to be secured by the Security Subjects under the Standard Security.

12 MOVEABLES

In the event of AMC entering into possession of the Security Subjects AMC may, as agent for the Debtor and/or the Proprietor at the expense of the Debtor and/or the Proprietor remove, store sell or otherwise deal with any stock, crop or implements or other moveable items which the Debtor and/or the Proprietor shall fail or refuse to remove or which shall not be capable of being removed and AMC shall not be liable for any loss or damage thus occasioned to the Debtor and/or the Proprietor.

13 PROVISIONS SEVERABLE

Each of the provisions of the Standard Security (and its Schedules) is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14 NOTICES

Any notice or other communication under the Standard Security to AMC or the Debtor and/or the Proprietor shall be in writing and sent by recorded delivery or left addressed to it at its address specified in the Standard Security or such other address as it may from time to time notify to the other party. Any notice shall be deemed to have been received when delivered (if sent by hand) or if sent by recorded delivery on the second business day after the time of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the other party in accordance with this condition.

15 INTERPRETATION

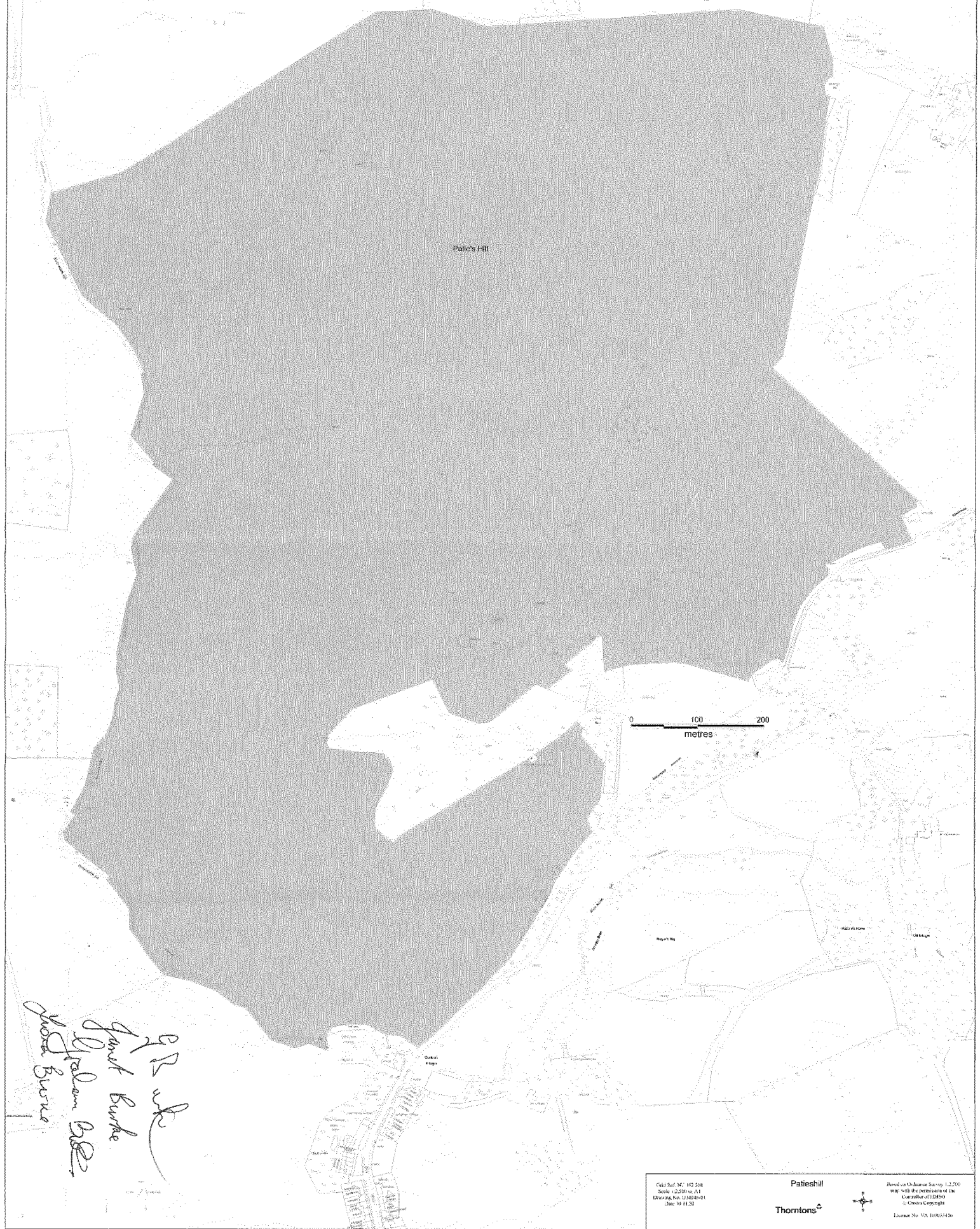
- 15.1 Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- 15.2 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.

PART B

SCHEDULE OF SPECIAL CONDITIONS

G. Burke
Janet Burke
Lydon Burke
Yvona Burke

THIS IS THE PLAN REFERRED TO IN THE GREGORY STANDARD SURVEY OF GEORGE CHURCHMAN BURKE AND WAS JAMES BURKE IN VIEW OF THE MOUNTAIN NORTHWEST CORNER AL (11/10/01)



92 m
James Burke
Hillman B.R.
James Burke

STANDARD SECURITY

by

**GEORGE GLEN ALEXANDER BURKE and
MRS JANET LOCKHART BURKE**

in favour of

**THE AGRICULTURAL
MORTGAGE
CORPORATION PLC**

2020

Ref: SMD/LS

A/c No: BU23144.0003

FAS: 8043

Subjects: 325.4 acres or thereby at Patieshill Farm, Nine Mile
Burn, Penicuik EH26 9NB

Dated:

Recorded:

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