



**Registration of a Charge**

Company name: **DOONFOOT DEVELOPMENTS LIMITED**

Company number: **SC510568**



X64TAAW1

Received for Electronic Filing: **21/04/2017**

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**Details of Charge**

Date of creation: **14/04/2017**

Charge code: **SC51 0568 0002**

Persons entitled: **CLOSE BROTHERS LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS NIGHTINGALE HOUSE,  
18/20 DOONFOOT ROAD, AYR BEING THE WHOLE SUBJECTS  
REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE  
NUMBER AYR103936**

**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:

**SIOBHAN INCE**



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

Company number: 510568

Charge code: SC51 0568 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th April 2017 and created by DOONFOOT DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2017 .

Given at Companies House, Edinburgh on 24th April 2017

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**

**STANDARD SECURITY**

**by**

**DOONFOOT DEVELOPMENTS LIMITED**

**in favour of**

**CLOSE BROTHERS LIMITED**

**Security Subjects:**

**Nightingale House, 18-20 Doonfoot Road  
Ayr, KA7 4DN**

**Ref: NMB/CLOS/1/87 SS**

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY THE OBLIGANT. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

WE, **DOONFOOT DEVELOPMENTS LIMITED**, incorporated under the Companies Acts (Registered Number SC510568) and having our Registered Office at C/O Hardie Caldwell LLP, Citypoint 2, 25 Tyndrum Street, Glasgow, G4 0JY (hereinafter referred to as "the Obligant") hereby undertake to pay to **CLOSE BROTHERS LIMITED** incorporated under the Companies Acts (Registered Number 195626) and having its Registered Office at 10 Crown Place, London EC2A 4FT (hereinafter referred to as "the Bank", which expression includes its successors and assignees whomsoever) on demand all sums of principal, interest and charges which are now and which may at any time hereafter become due to the Bank by the Obligant whether solely or jointly with any other person, corporation, firm or other body and whether as principal or surety;

DECLARING THAT;

- (1) the interest hereinbefore referred to shall be at the rate(s) agreed between the Bank and the Obligant or (failing such agreement) determined by the Bank and shall be payable at such dates as may be so agreed or determined by the Bank;
- (2) if there shall be any breach of the obligations contained or referred to in this document the Bank shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Obligant, to withhold further banking facilities from the Obligant and to return without making payment thereof, Cheques, Bills of Exchange, Direct Debits and other like documents drawn on the Bank by the Obligant or otherwise bearing to be payable by the Bank to the Obligant's order;
- (3) if the Bank receives notice of any subsequent charge or other interest affecting all or any part of the security subjects as hereinafter defined the Bank may open a new account or accounts with the Obligant and, if or insofar as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from that time all payments made by the Obligant to the Bank shall, notwithstanding any instructions by the Obligant to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Obligant to the Bank at the time when it received the notice;
- (4) the sums due by the Obligant shall be conclusively ascertained by a statement under the hand of an official or manager of the Bank;
- (5) the Bank may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Bank expressly so agrees) allow any person(s) any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person(s);
- (6) if the Obligant is liable under this document for the debts of another the Obligant shall not in competition with or in priority to the Bank make any claim against that other nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Bank in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and the Bank may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payment of such debts; and in applying moneys towards payment of such debts the Bank may appropriate them towards such part(s) of the debts as it thinks fit.

For which sums the Obligant hereby grants a Standard Security in favour of the Bank over the following subjects:

ALL and WHOLE the subjects known as Nightingale House, 18/20 Doonfoot Road, Ayr being the whole subjects registered in the Land Register of Scotland under Title Number AYR103936 TOGETHER WITH (One) the whole rights common, mutual and sole effeiring to the said subjects; (Two) servitudes and others effeiring to the said subjects and the parts privileges and pertinents thereof; (Three) the buildings, fittings and fixtures therein and thereon (Four) the Obligant's whole right, title and interest, present and future, therein and thereto, and (Five) the present and future goodwill so far as heritable of any business now or at any time carried on by or on behalf of the Obligant upon all or any part of or in connection with the said subjects; Which subjects and goodwill hereinbefore described are herein collectively referred to as "the security subjects";

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply;

And the Standard Conditions shall be varied to the effect that

- (FIRST) The Definitions in the said Schedule 3 shall have the effect also for the purposes of the following variations;
- (SECOND) The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the security subjects and not the market value thereof;
- (THIRD) All policies of insurance affording cover in respect of the security subjects shall be disclosed to the Bank by the debtor in order that they may be written or endorsed for the interests of the Bank and the debtor as the Bank may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a). All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the debtor to the Bank and all moneys becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such moneys become payable or, if the Bank so requires, in or towards the discharge of the sums secured by this Standard Security;
- (FOURTH) It shall be an obligation on the debtor not to create or agree to create a subsequent security over the security subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the security subjects or any part thereof or make application for an improvement grant or other grant in respect of the security subjects or any part thereof or create or agree to create any servitude or real burden over the security subjects or any part thereof or accept a surrender, vary the terms of or consent to the assignation of any lease of the security subjects or any part thereof, without the prior consent in writing of the Bank in each case which consent if granted may be so granted subject to such conditions as the Bank may see fit to impose;
- (FIFTH) If the Bank shall enter into possession of the security subjects the Bank shall be entitled (if it thinks fit) at the expense and risk of the debtor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the security subjects and not removed within fourteen days of the Bank entering into possession, without the Bank being liable for any loss or damage occasioned by the exercise of this power. The Bank shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Bank in relation to such furniture, goods, equipment or other moveable property.

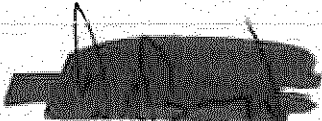
The Obligant grants warrantice: And the Obligant consents to registration of these presents and of the said statement for execution: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are subscribed on behalf of the Obligant as follows:

**SUBSCRIBED** for and on behalf of the said **Doonfoot Developments Limited**

at AYR

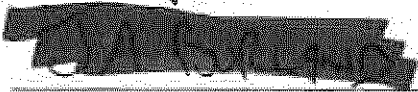
on 21 MARCH 2017

by

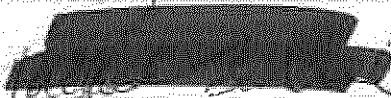


Director

(Signature)

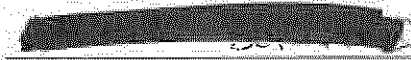


(Print Full Name)



Director

(Signature)



(Print Full Name)

We, CLOSE BROTHERS LIMITED, CONSIDERING that we have agreed to disburden of the within written Standard Security the subjects over which the same was constituted, hereby DISCHARGE the foregoing Standard Security by in our favour registered in the Land Register of Scotland under title Number(s) on the day of in the year : IN WITNESS WHEREOF