



**Registration of a Charge**

Company name: **LOJJ PROPERTIES (LOCH STREET) LIMITED**

Company number: **SC534458**



X6A411U2

Received for Electronic Filing: **06/07/2017**

---

**Details of Charge**

Date of creation: **30/06/2017**

Charge code: **SC53 4458 0003**

Persons entitled: **LOJJ LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 90 LOCH STREET, ABERDEEN, AB25 1DH COMPRISING: IN THE FIRST PLACE THE GROUND FLOOR SHOP PREMISES KNOWN AS AND FORMING UNIT 1, 90 LOCH STREET, ABERDEEN, AB25 1DH BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN72395; IN THE SECOND PLACE THE GROUND FLOOR SHOP PREMISES KNOWN AS AND FORMING UNIT 2, 90 LOCH STREET, ABERDEEN, AB25 1DH BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN82656; IN THE THIRD PLACE THE FIRST FLOOR SHOP PREMISES KNOWN AS AND FORMING UNIT 3, 90 LOCH STREET, ABERDEEN, AB25 1DH BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN82657; AND IN THE FORTH PLACE THE PIECE OF GROUND AT 90 LOCH STREET, ABERDEEN, AB25 1DH BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN51671; TOGETHER WITH (ONE) THE WHOLE BUILDINGS AND ERECTIONS THEREON (TWO) THE FITTINGS AND FIXTURES THEREIN AND THEREON (THREE) THE PARTS, PRIVILEGES AND PERTINENTS THEREOF (FOUR) THE WHOLE RIGHTS COMMON, MUTUAL AND EXCLUSIVE EFFEIRING THERETO AND (FIVE) THE CHARGOR'S WHOLE RIGHT, TITLE AND INTEREST, PRESENT AND FUTURE, THEREIN AND THERETO.**

**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: **SARAH JACK**



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

Company number: 534458

Charge code: SC53 4458 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th June 2017 and created by LOJJ PROPERTIES (LOCH STREET) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2017 .

Given at Companies House, Edinburgh on 7th July 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

Certified A True Copy By  
Sarah Christine Elizabeth Jack  
Solicitor & Notary Public of  
18 Waterloo Street  
Glasgow, G2 6DB

*Sch J* at Glasgow on  
28<sup>th</sup> June 2017

STANDARD SECURITY

by

- (1) **LOJJ PROPERTIES (LOCH STREET) LIMITED**, company incorporated under the Companies Acts (Company Number SC534458) and having its Registered Office at 37 Albert Street, Aberdeen, AB25 1XU ("the Chargor")

in favour of

- (2) **LOJJ LIMITED**, a company incorporated under the Companies Acts (Company Number 09887988) and having its registered office at 4<sup>th</sup> Floor, 81 Wimpole Street, London, W1G 9RF ("the Lender")

CONSIDERING THAT:-

- (i) the Chargor has granted a guarantee to the Lender in respect of the obligations of Lojj (Scotland) Limited to the Lender;  
(ii) in order to secure its guarantee obligations, the Chargor has agreed to grant this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

**1 DEFINITIONS AND INTERPRETATION**

**1.1** In this Instrument:-

"Person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Lender, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Lender; and

"the Security Subjects" means ALL and WHOLE the subjects known as and forming 90 Loch Street, Aberdeen, AB25 1DH comprising: In the First Place the ground floor shop premises known as and forming Unit 1, 90 Loch Street, Aberdeen, AB25 1DH being the whole subjects registered in the Land Register of Scotland under Title Number ABN72395; In the Second Place the ground floor shop premises known as and forming Unit 2, 90 Loch Street, Aberdeen, AB25 1DH being the whole subjects registered in the Land Register of Scotland under Title Number ABN82656; In the Third Place the first floor shop premises known as and forming Unit 3, 90 Loch Street, Aberdeen, AB25 1DH being the whole subjects registered in the Land Register of Scotland under Title Number ABN82657; and In the Fourth Place the piece of ground at 90 Loch Street, Aberdeen, AB25 1DH being the whole subjects registered in the Land Register of Scotland under Title Number ABN51671; Together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

- 1.2** The expressions "the Chargor" and "the Lender" shall include the permitted successors, assignees and transferees of the Chargor and the Lender.

**2 BOND**

The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

**3 CHARGE**

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Lender over the Security Subjects.

**4 STANDARD CONDITIONS**

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 we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Lender and (b) the insurance to be effected in terms of Standard Condition 5(a) and in respect of the construction works on the Security Subjects shall note the interest of the Lender as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Lender) shall be applied at the option of the Lender either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Lender in such manner as the Lender may require.

## **5 NOTICE OF SUBSEQUENT CHARGE**

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Lender may open a new account or accounts in the name of the Chargor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Lender shall, notwithstanding any instructions by the Chargor 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 by the Chargor to the Lender at the time the notice was received.

## **6 APPLICATION OF ENFORCEMENT PROCEEDS**

6.1 All monies received by the Lender under or by virtue of this Instrument following enforcement of the security hereby granted or of any security constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Lender under this Instrument, in the following order:-

6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Lender shall in its absolute discretion decide; and

6.1.2 secondly, any surplus shall be paid to the Chargor or any other Person entitled thereto.

6.2 Nothing contained in this Instrument shall limit the right of the Lender (and the Chargor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

6.3 Any amount received under this Instrument by the Lender in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Lender into the relevant currency at the Lender's spot rate of exchange from time to time.

## **7 GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.

8 WARRANDICE AND CONSENT TO REGISTRATION

8.1 The Chargor hereby grants warrandice.


8.2 A certificate signed by any director or office holder of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are executed as follows:-

SUBSCRIBED for and on behalf of the said LOJJ PROPERTIES (LOCH STREET) LIMITED

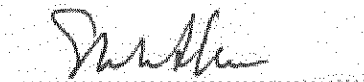
at ABERDEEN

on 26<sup>th</sup> June 2017

by ALANA STOTT  
Print Full Name

  
Director

before this witness  
Print Full Name STUART ALLAN

  
Witness

Address

5-9 Bow Accord Crescent

ABERDEEN

AB11 6DN