

MR01 345199/523

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ 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
instrument. Use form MR08.

For further information, please
refer to our guidance at:

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. It
must be scanned and placed on the public record. Do not send the original.

THURSDAY



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SCT

15/06/2017

#36

COMPANIES HOUSE

1 Company details

Company number SC536305
Company name in full WARD PROPERTY LIMITED

0001 For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 26 05 2014

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 T & G GRAMPIAN LIMITED
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.

COMPANIES HOUSE

15 JUN 2017

EDINBURGH FRONT DESK

MR01

Particulars of a charge

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

THE ROYAL HOTEL, ALLARDICE STREET, STONEHAVEN AB39 2 BU REGISTERED IN THE LAND REVENUE OF SCOTLAND UNDER TITLE NO. KNC 6595

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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

6

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

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

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.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

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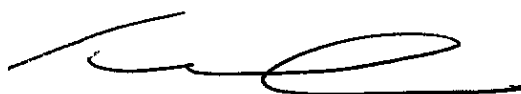
Signature

Please sign the form here.

Signature

Signature

X



X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Sheena Clifford

Company name

Turcan Connell

Address

Princes Exchange

1 Earl Grey Street

Edinburgh

Post town

County/Region

Postcode

E H 3 9 E E

Country

DX

DX723300 - Edinburgh 43

Telephone

0131 228 8111



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 536305

Charge code: SC53 6305 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th May 2017 and created by WARD PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2017.

Given at Companies House, Edinburgh on 20th June 2017



Companies House



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

STANDARD SECURITY

By

(ONE) PSFM TRUSTEES LIMITED and MICHELLE WARD and GARY JAMES GUTTERIDGE as Trustees of the MW and GJG Group SIPP and (TWO) WARD PROPERTY LIMITED.

In favour of

T & G GRAMPIAN LIMITED

I certify that this is a true and complete copy of the original

SM. Clegg
(Solicitor)
(Notary Public)

Edinburgh

Security Subjects: The Royal Hotel, Allardice Street, Stonehaven, AB39 2BU

ledingham|chalmers_{LLP}

Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA

LP 39, ABERDEEN 1

FAS 5588

REF: MFE.LT - 51156.0002 - 2016

DL 16 271 63801

I certify that this is a true and complete copy of the original

SM Clifford

(Solicitor)
(Notary Public)

Edinburgh

STANDARD SECURITY

By

(ONE) **PSFM TRUSTEES LIMITED**, a company incorporated under the Companies Acts (registered number 5618387) and having their registered office formerly at 126 Jermyn Street, London, SW1Y 4UJ and now at 11 Strand, London, WC2N 5HR and **MICHELLE WARD** residing formerly at 5 South Lodge Drive, Stonehaven, AB39 2PN and now at Meadowfield House Bridge Of Muchalls, Muchalls, Stonehaven, Kincardineshire, AB39 3PL and **GARY JAMES GUTTERIDGE** residing at 5 South Lodge Drive, Stonehaven, AB39 2PN, as the present trustees of the MW and GJG Group SIPP in accordance with Establishing Trust Deed between The Governor and Company of the Bank of Scotland and the said PSFM Trustees Limited dated 25 April, 2002 as amended by Deed of Amendment and Consolidation between he said The Governor and Company of the Bank of Scotland and the said PSFM Trustees Limited dated 6 April, 2006 and as supplemented by Supplemental Deed between the said PSFM Trustees Limited and the said Michelle Ward and Gary James Gutteridge dated 24 November, 2008, and (TWO) **WARD PROPERTY LIMITED**, a company incorporated and registered in Scotland with company number SC536305 whose registered office is at Johnstone House, 52 – 54 Rose Street, Aberdeen, AB10 1HA

In favour of

T & G GRAMPIAN LIMITED, incorporated under the Companies Acts (registered number SC340150) and formerly having their registered office at 29 Albyn Place, Aberdeen, AB10 1YL, thereafter at Shallowplough, Drumwhindle, Ellon, Aberdeenshire, AB41 8PX and now at Lornoc, Ythanbank, Ellon, Aberdeenshire AB41 7TH

1 Definitions

In this Standard Security:-

- 1.1 "Business" means the business now or at any time carried on by or on behalf of the Debtor upon all or any part of, or in connection with, the Property;
- 1.3 "Creditor" means the said T & G GRAMPIAN LIMITED (which expression includes its successors and assignees whomsoever);
- 1.4 "Debtor" means the said PSFM Trustees Limited, Michelle Ward and Gary James Gutteridge as Trustees foresaid and the said Ward Property Limited;
- 1.5 "Goodwill" means the present and future goodwill, so far as heritable, of the Business;
- 1.6 "Licences" means all licences and permits for, or in connection with, the Property and/or the Business (whether held by the Trustees and/or the Debtor and/or a nominee of either of them or by any other party) including, without limitation, all licences permitting (1) the sale or supply of alcoholic liquor on or from the Property and/or (2) betting and/or gaming in the Property;

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I certify that this is a true and complete copy of the original

SM Chaffin
(Solicitor)
(Notary Public)

Edinburgh

- 1.7 "Loan Documentation" means the Sale Missives as amended by Deed of Novation and Amendment between the Creditor, Stonehaven Enterprises Ltd, the Debtor and the Trustees dated of even date with these presents;
- 1.8 "Moveables" means furniture, fittings, fixtures, goods, equipment or other moveable property;
- 1.9 "Property" means ALL and WHOLE the subjects forming and known as The Royal Hotel, Allardice Street, Stonehaven, AB39 2BU registered in the Land Register of Scotland under Title Number KNC6595, including without prejudice to that generality the heritable fixtures and fittings therein and thereon;
- 1.10 "Sale Missives" means the contract entered into between Stonehaven Enterprises Ltd, the Trustees and the Creditor in respect of the sale of the Security Subjects to Stonehaven Enterprises Ltd and the Trustees constituted by Offer by Messrs Plenderleath Runcie LLP on behalf of Stonehaven Enterprises Ltd and the Trustees dated 24 April 2009 (hereinafter referred to as "the Offer"), formal letter of acceptance thereof by Brodies LLP on behalf of the Creditor dated 28 April 2009 and concluding letter by Plenderleath Runcie LLP on behalf of Stonehaven Enterprises Limited and the Trustees dated 28 April 2009;
- 1.11 "Security Subjects" means the Property and the Goodwill;
- 1.12 "Secured Sums" means all sums of principal, interest and charges which are now and which may at any time hereafter become due to the Creditor by the Debtor in terms of the Loan Documentation;
- 1.13 "Trustees" means the said PSFM Trustees Limited and Michelle Ward and Gary James Gutteridge as the present trustees of the MW and GJG Group SIPP as aforesaid and their successors in office as such trustees and the survivor of them as trustees and trustee foresaid.

2 Security

In security of the Secured Sums and for the payment and discharge of the obligations of the Debtor under this Standard Security, the Debtor and the Trustees grant a standard security in favour of the Creditor over the Security Subjects.

3 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 the Standard Conditions shall be varied to the effect that:-

- 3.1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;
- 3.2 the insurance to be effected in terms of Standard Condition 5(a) shall (1) provide cover to the extent of the re-instatement value of the security subjects and not the market value thereof and (2) include insurance of the Moveables to the extent of their replacement value;

I certify that this is a true and complete copy of the original

-----*SM Duffin*-----
(Solicitor)
(Notary Public)

Edinburgh

- 3.3 all policies of insurance affording cover in respect of the Property and the Moveables shall be disclosed to the Creditor by the Debtor in order that they may be written or endorsed for the interests of the Creditor and the Debtor as the Creditor 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 Creditor and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Creditor so requires, in or towards the discharge of the Secured Sums;
- 3.4 it shall be an obligation on the Debtor and the Trustees 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 (otherwise than by mortis causa deed) or make directly or indirectly any application for planning permission in relation to the Property or any part thereof or make application for an improvement grant or other grant in respect of the Property or any part thereof or create any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, without the prior consent in writing of the Creditor in each case which consent if granted may be so granted subject to such conditions as the Creditor may see fit to impose and provided, for the avoidance of doubt, that this Standard Security shall rank in priority to any such subsequent standard security;
- 3.5 The Debtor shall:-
- 3.5.1 take all necessary action to preserve, and as often as may be required to renew, the Licences and make all payments necessary from time to time for those purposes;
- 3.5.2 not do or omit or permit to be done or omitted any act or thing which may (1) result in the curtailment, loss, revocation, forfeiture or suspension of the Licences or any of them, or (2) prejudice or put at risk the Licences or their renewal, or (3) lead to a liability for any penalty or disqualification;
- 3.5.3 not transfer or surrender, nor permit to be transferred or surrendered, the Licences or any of them without obtaining the prior written consent in writing of the Creditor which consent if granted may be so granted subject to such reasonable conditions as the Creditor may see fit to impose;
- 3.5.4 maintain comprehensive insurance against the loss, forfeiture, revocation, suspension and non-renewal of the Licences;
- 3.5.5 conduct the Business in a lawful, orderly and proper manner and use reasonable endeavours to foster and improve the goodwill and connection of the Business; and

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S.M. Clifford

(Solicitor)
(Notary Public)

Edinburgh

3.5.6 maintain a level and mix of stock in the Property commensurate with the requirement specified in Clause 3.5.5.

3.6 If the Creditor shall enter into possession of the Security Subjects the Creditor shall be entitled (if it thinks fit) at the expense and risk of the Debtor to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within fourteen days of the Creditor entering into possession, without the Creditor being liable for any loss or damage occasioned by the exercise of this power. The Creditor shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Creditor in relation to such furniture, goods, equipment or other moveable property.

3.7 The words "including, without prejudice to the foregoing generality, any person or persons who is a proprietor of any share of the security subjects" shall be inserted after the word "subjects" where it occurs in Standard Condition 9(1)(c).

4 Debtor's obligations

4.1 The Debtor undertakes to pay to the Creditor on demand the Secured Sums on the dates specified and detailed in the Loan Documentation.

4.2 The interest element of the Secured Sums shall be at the rate(s) agreed between the Creditor and the Debtor and as detailed in the Loan Documentation and shall be payable at such dates as detailed in the Loan Documentation.

4.3 In the event of the foregoing personal obligation being granted by more than one person the expression "Debtor" means all such persons together and/or any one or more of them; and in all cases the obligations hereby undertaken by the Debtor shall bind all person(s) included in the expression "the Debtor" and his, her or their executors and representatives whomsoever all jointly and severally (the liability of the said PSFM Trustees Limited however being limited to the value and extent of the assets of the said MW and GJG Group SIPP at any time) without the necessity of discussing them in their order and where any corporation, company, firm or other body is included in the expression "Debtor" reference to executors or representatives shall be construed as reference to successors and assignees and, for the avoidance of doubt, reference to "person" or "persons" in this Standard Security shall be construed as a reference to any person, firm, company, corporation, trustee or trustees or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

4.4 If there shall be any breach of the obligations contained or referred to in this document the Creditor shall (without prejudice to all other rights and powers available to it) be entitled (1) without notice to the Debtor, to withhold further banking facilities from the Debtor and to return without making payment thereof Cheques, Bills of Exchange, Direct Debits and other like documents drawn on the Creditor by the Debtor or otherwise bearing to be payable by the Creditor to the Debtor's order, and (2) by written notice to the Debtor declare the Secured Sums to be immediately due and payable.

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- 4.6 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor;
- 4.7 Any person who under this document is liable for the debts of another shall not in competition with or in prior to the Creditor 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 Creditor 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 Creditor 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 Creditor may appropriate them towards such part(s) of the debts as it thinks fit.
- 4.8 The Debtor agrees that in the event of any default under the Standard Security a warrant of summary ejection may competently proceed against the Debtor.

5 **Warrandice**

And we the said PSFM Trustees Limited and Michelle Ward and Gary James Gutteridge as trustees aforesaid grant warrandice from our own facts and deeds only and bind the said MW and GJG Group SIPP under our charge in absolute warrandice and we the said Ward Property Limited grant warrandice.

6 **Consent to Registration**

The Debtor, the Trustees and the Creditor consent to the registration of these presents for preservation and execution.

7 **Testing Clause**

This document is executed as follows:-

PSFM Trustees Limited


Signature of director/secretary/authorised

PETER YOUNG
Full name of above (print)

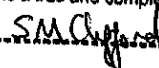
7 CASTLE STREET
Address of Witness
EDINBURGH


signature of Witness

GORDON MELROSE
full name of above (print)

24/4/17
Date of Signing
EDINBURGH
Place of Signing

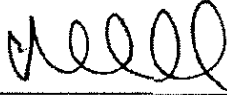
I certify that this is a true and complete copy of the original


(Solicitor)
(Notary Public)

Edinburgh

Michelle Ward

Signature of Michelle Ward



Full name of above (print)

MICHELLE WARD

Address of Witness

35D ST JAMES RD

FORFAR DD81LN

Signature of Witness



full name of above (print)

GARY COCKER

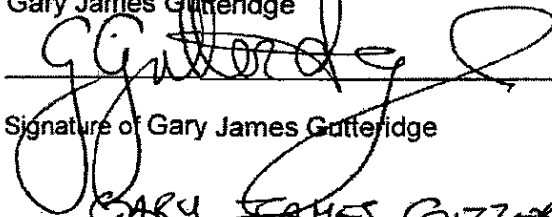
Date of Signing

11/5/2017

Place of Signing

STONEHAVEN

Gary James Gutteridge



Signature of Gary James Gutteridge

GARY JAMES GUTTERIDGE

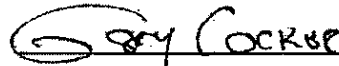
Full name of above (print)

35D ST JAMES RD

Address of Witness

~~FORFAR~~

FORFAR DD81LN



Signature of Witness

GARY COCKER

full name of above (print)

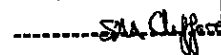
11/5/2017

Date of Signing

STONEHAVEN

Place of Signing

I certify that this is a true and complete copy of the original



(Solicitor)
(Notary Public)

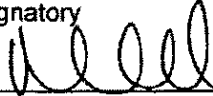
Edinburgh



Ward Property Limited

Signature of director/secretary/authorised

Signatory



Full name of above (print)

MICHELLE WARD

Address of Witness

35D ST JAMES RD

FORFAR DD8 1LN

signature of Witness



full name of above (print)

GARY COCKOR

Date of Signing

11/5/2012

Place of Signing

STONEHAVEN

I certify that this is a true and complete copy of the original



(Solicitor)
(Notary Public)

Edinburgh

