



**Registration of a Charge**

Company name: **TAY DUNDEE INVESTMENTS LIMITED**

Company number: **SC570068**



X6CIM321

Received for Electronic Filing: **10/08/2017**

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**Details of Charge**

Date of creation: **07/08/2017**

Charge code: **SC57 0068 0002**

Persons entitled: **AIB GROUP (UK) PLC**

Brief description: **PLAYHOUSE BINGO CLUB, 106-110 (OTHERWISE 104-110)  
NETHERGATE, DUNDEE, DD1 4EH BEING THE SUBJECTS REGISTERED  
IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER  
ANG42748**

**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:

**ANDREW RONALD, SOLICITOR, HARPER MACLEOD LLP**



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

Company number: 570068

Charge code: SC57 0068 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th August 2017 and created by TAY DUNDEE INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2017 .

Given at Companies House, Edinburgh on 11th August 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

**Tay Dundee Investments Limited**

In favour of

**AIB Group (UK) Plc**

Subjects: Playhouse Bingo Club, 106-110 Nethergate, Dundee, DD1 4EH

Ref: 467507/ARO/JCF

FAS: 2889 – payments by cheque only or FAS: 3889 Direct Debit only Select as appropriate or delete if not required

## STANDARD SECURITY

In this deed the following words and expressions shall have the following meanings assigned to them, and shall be interpreted in accordance with the following provisions:-

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**"The Bank"**

AIB GROUP (UK) p.l.c. (Registered Number NI18800) and having its Registered Office at 92 Ann Street, Belfast, BT1 3HH.

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**"The Borrower"**

TAY DUNDEE INVESTMENTS LIMITED, incorporated under the Companies Acts (registered number SC570068) and having its registered office at Chapelshade House, 78-84 Bell Street, Dundee, DD1 1HN

where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally. Words importing the masculine gender shall include the feminine.

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**"The Grantor"**

TAY DUNDEE INVESTMENTS LIMITED, incorporated under the Companies Acts (registered number SC570068) and having its registered office at Chapelshade House, 78-84 Bell Street, Dundee, DD1 1HN

where the Grantor is more than one person the singular includes the plural and all obligations of the Grantor are undertaken jointly and severally. Words importing the masculine gender shall include the feminine.

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**"Secured obligations"**

the monies due, owing or incurred by and other liabilities of the Borrower to the Bank the payment and discharge of which are the subject of covenants, obligations, undertakings and agreements contained in this Standard Security .

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**"Specified rate of interest "**

a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Bank and the Borrower ("the Agreed Rate") and in the case of liabilities of the Borrower which are in any currency other than Sterling at a rate per annum calculated on a daily basis equal to the cost to the Bank as certified by the Bank of funding the relevant amount of such currency plus five per cent (5%) or (if higher) calculated by reference to the Agreed Rate.

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**"The Subjects"**

The property known as being the subjects more fully described in Part 1 of the Schedule annexed and signed as relative hereto.

The Borrower hereby undertakes that it will on demand by the Bank pay to the Bank:-

- (a) the secured obligations and all sums of money which have been or are now or may hereafter from time to time be advanced to the Borrower by the Bank;
- (b) all other indebtedness and/or liabilities whatsoever of the Borrower to the Bank present, future, actual and/or contingent and whether on any banking or other accounts or otherwise in any manner whatsoever including such indebtedness and/or other liabilities due under the terms hereof and that whether solely or jointly with any person or persons or corporation, company, firm or other body and whether as principal or surety;
- (c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Standard Security and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Borrower to the Bank, or by any person appointed by the Bank pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause (c), interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof; and
- (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand or other due date at such respective rates as have been agreed between the Borrower and the Bank or in default of any agreed rates and in any event from and after demand until full discharge (as well after as before decree or judgment) at the Specified Rate of Interest and such rate of interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest;

AND IT IS HEREBY PROVIDED AND DECLARED:-

- FIRST That any Account or Certificate under the hand of a Manager, or other Authorised Official of the Bank shall be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest, costs or expenses and others, which are due or shall be due by the Borrower or for which the Borrower shall be liable to the Bank;
- SECOND That nothing herein contained shall prejudice or affect any other security or securities which the Bank already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Borrower to the Bank over any property belonging to the Borrower, it being always in the power of the Bank to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Borrower shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed; and
- THIRD That the Bank, without prejudice to its rights under these presents and at its discretion, may grant to the Borrower or to any person or persons liable with or for the Borrower any

time or other indulgence and may compound with the Borrower or other persons, accede to trust deeds and draw dividends and that all without notice to the Borrower or to any other person concerned

AND IN SECURITY of the said sums and obligations above mentioned the Grantor HEREBY GRANTS in favour of the Bank and its successors, assignees and transferees in that capacity, a Standard Security over ALL and WHOLE the Subjects; Declaring that the said Schedule annexed hereto forms part of the charging clause to these presents; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being shall apply; And it is hereby agreed by the parties hereto that the Standard Conditions shall apply as varied by the terms of the Deed of Variation granted by AIB Group (UK) p.l.c. dated the Tenth day of October and registered in the Books of Council and Session on the Sixteenth day of October Nineteen hundred and Ninety six; And the parties hereto for their respective interests hereby agree to be bound by the Standard Conditions as so varied; And the Grantor grants warrandice but excepting therefrom the Lease between Earth Estates and Mecca Bingo Limited dated the Fourth Day of August Two thousand and Six and registered in the Books of Council and Session on the Sixth day of October Two thousand and Six as subsequently varied and amended; But the security hereby granted is subject to the said Lease and any securities referred to in Part II of the said Schedule; And the parties hereby consent to registration hereof and of any such Account or Certificate as aforesaid for preservation and execution: IN WITNESS WHEREOF these presents are subscribed as follows:

Subscribed for and on behalf of Tay Dundee Investments Limited

by MICHAEL CAROLAN, DIRECTOR

at DUNDEE

on 1ST AUGUST 2017

before

STUART DAVID MCARDLE KING

30-34 REFORM ST

DUNDEE

Witness

Full Name

Address

This is the Schedule referred to in the foregoing Standard Security by Tay Dundee Investments Limited in favour of AIB Group (UK) plc dated

## **SCHEDULE**

### **Part 1 The Subjects**

ALL and WHOLE the subjects known as and forming the Playhouse Bingo Club, 106-110 (otherwise 104-110) Nethergate, Dundee, DD1 4EH being the subjects registered in the Land Register of Scotland under Title Number ANG42748



**Part 2**  
**Other Securities**

None

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