

MR01

Particulars of a charge



Companies House



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

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

003228/123

☒ **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 is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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
court order extending the time for delivery.



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

WEDNESDAY



S8439D7K

SCT

24/04/2019

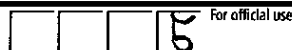
#485

COMPANIES HOUSE

1 Company details

Company number S C 5 7 0 1 2 4

Company name in full Warehouse 13 Limited



→ **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 1 2 0 4 2 0 1 9

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 Drum Capital Projects Ltd

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
EDINBURGH

24 APR 2019

FRONT DESK

MR01

Particulars of a charge

4	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.	
Brief description	ALL and WHOLE the subjects known as Site 3B, Barmuckity Business Park, Elgin which form part and portion of the subjects currently undergoing registration in the Land Register of Scotland under Title Number MOR18273. For more details please refer to the instrument.	<p>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".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature </p> <p>For and on behalf of Brodies LLP</p> <p>This form must be signed by a person with an interest in the charge.</p>	<p>X</p>

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	SGF/JEMC/DRU102.30
Company name	BRODIES LLP
Address	BRODIES HOUSE
	31-33 UNION GROVE
Post town	ABERDEEN
County/Region	
Postcode	A B 1 0 6 S D
Country	UNITED KINGDOM
DX	DX AB 10
Telephone	01224 392 552



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: 570124

Charge code: SC57 0124 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th April 2019 and created by WAREHOUSE 13 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2019.

Given at Companies House, Edinburgh on 25th April 2019



Companies House



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

STANDARD SECURITY

By

WAREHOUSE 13 LIMITED

in favour of

DRUM CAPITAL PROJECTS LIMITED

Security Subjects: Site 3B, Barmuckity Business Park, Elgin (Forward Funding Agreement)

**Brodies LLP
31-33 Union Grove
Aberdeen AB10 6SD
T: 01224 392 242
F: 01223 392 244
DX.AB10
Ref: TJHM WAR0214.4
FAS 3330
2019**

**CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006**



**BRODIES LLP
Solicitors**

17 APRIL 2019

Ref: **DRU102 30**

STANDARD SECURITY

by

Warehouse 13 Limited, incorporated under the Companies Acts (Registered Number SC570124) and having its registered office at Brodies House, 31-33 Union Grove, Aberdeen, AB10 6SD;

in favour of

Drum Capital Projects Ltd, incorporated under the Companies Acts (Company Number SC485594) and having its registered office at 12 Rubislaw Terrace Lane, Aberdeen, AB10 1XF

1 Definitions

In this Standard Security:

- 1.1 **"Debtor"** means the said Warehouse 13 Limited;
- 1.2 **"Creditor"** means the said Drum Capital Projects Ltd (which expression includes its successors and assignees whomsoever);
- 1.3 **"Forward Funding Agreement"** means the agreement between the Debtor and the Creditor in relation to the development of the Security Subjects to form a Travelodge hotel and café bar dated on or around the date hereof;
- 1.4 **"Security Subjects"** means ALL and WHOLE the subjects known as Site 3B, Barnuckity Business Park, Elgin shown edged red and coloured pink on the plan annexed and signed as relative hereto; Together with the whole rights, parts, privileges and pertinents: Which subjects hereby secured form part and portion of the subjects currently undergoing registration in the Land Register of Scotland under Title Number MOR18273 under application number 18MOR02313; and
- 1.5 **"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 under the Forward Funding Agreement whether solely or jointly with any other person, corporation, firm or other body and whether as principal or surety.

2 Security

In security of the Secured Sums the Debtor grants 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 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 (save as provided for in the Forward Funding Agreement) 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 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, 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.
- 4 Debtor's obligations**
- 4.1 The Debtor undertakes to pay to the Creditor the Secured Sums as provided for in the Forward Funding Agreement;
- 4.2 The interest element of the Secured Sums shall be at the rate(s) provided for in the Forward Funding Agreement;
- 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 without the necessity of discussing them in their order;
- 4.4 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor;
- 4.5 The Creditor may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Creditor 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);
- 4.6 Any person who under this document is liable for the debts of another shall not in competition with or in priority 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.

5 Warrandice

And we grant warrandice, excepting therefrom the standard security by the Debtor in favour of the Creditor over the Security Subjects dated of even date hereof and registered or in the course of registration in the Land Register of Scotland.

6 Consent to Registration

The Debtor consents to the registration of these presents for preservation and execution.

7 Testing clause

This document consisting of this and the preceding two pages together with the plan annexed is executed as follows:

By Warehouse 13 Limited



signature of
director/secretary/authorised signatory/witness

BRIAN JAMES MELRUM
full name of above (print)

address of witness



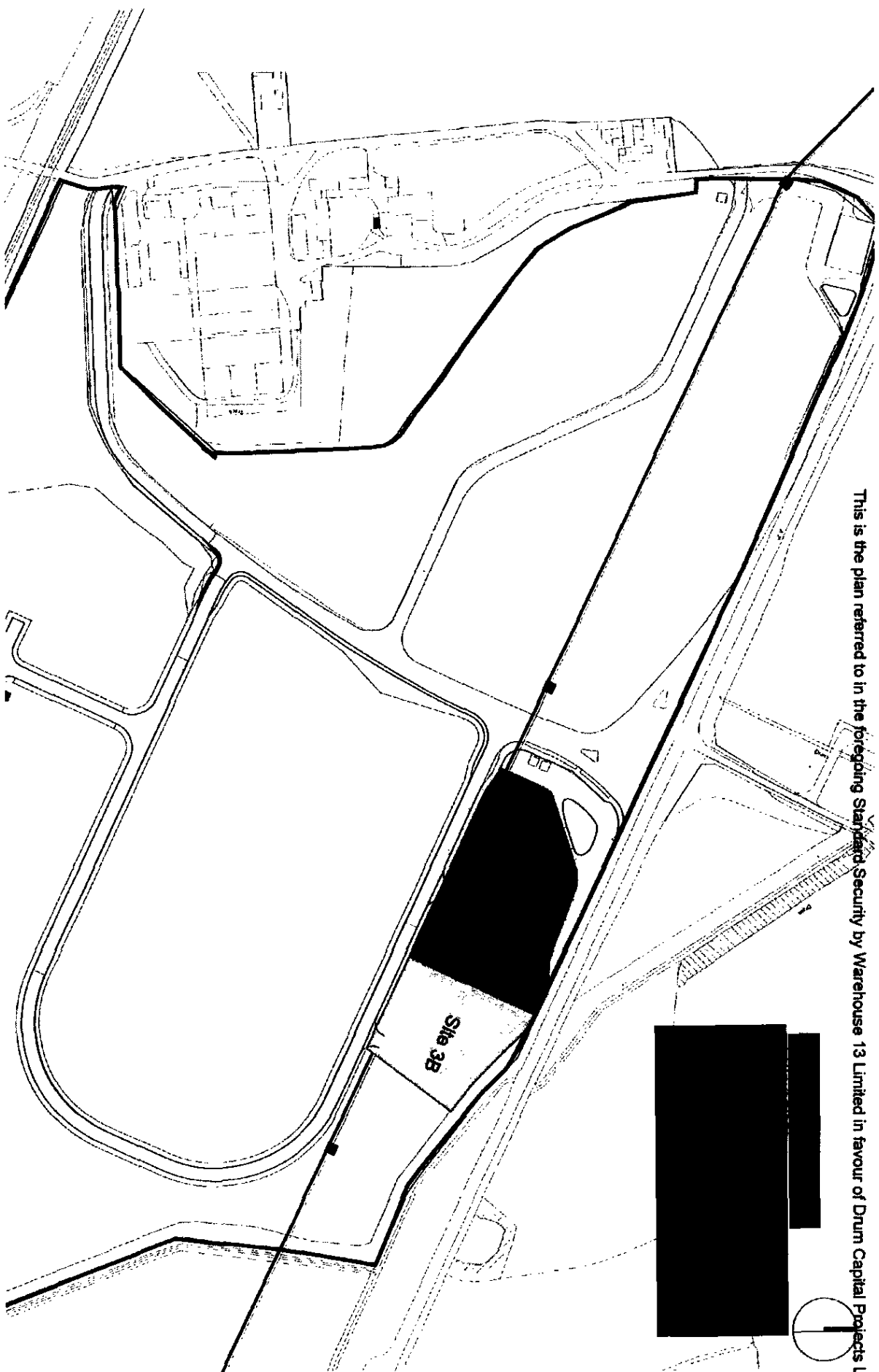
signature of
director/secretary/authorised signatory

COLIN JAMES MACAULEN
full name of above (print)

29 MARCH 2019
date of signing

ABERDEEN
place of signing

This is the plan referred to in the foregoing Standard Security by Warehouse 13 Limited in favour of Drum Capital Projects Ltd



Area of Site 3A - 0.77 Hectares (1.91 Acres)

Area of Site 3B - 0.44 Hectares (1.08 Acres)

PROPOSED DEVELOPMENT
Barnsley Business Park, Egh

Scale: 1:1000

Date: 17/08/2018

Drawn by: [Name]