

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.

501873/423

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

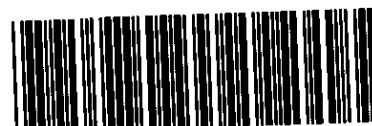
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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 by a
court order extending the time for delivery.



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



SC *S7H012T6* #376
30/10/2018
COMPANIES HOUSE

1 Company details

Company number S C 6 0 2 6 6 7

Company name in full DMC NICOL LIMITED

For official use 4

→ **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 d 2 d 5 m 1 m 0 y 2 y 0 y 1 y 8

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 CALEDONIAN HERITABLE LIMITED (SC076552)

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.

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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 those subjects known as Duchess of Kirkcaldy, 10 – 12 Nicol Street, Kirkcaldy, KY1 1RP being the subjects registered in the Land Register of Scotland under Title Number FFE25039

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.

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X

Olivia

X

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

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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 **TOBY KENNEDY**

Company name **ENNOVA LAW**

Address **26 GEORGE SQUARE**

Post town **EDINBURGH**

County/Region

Postcode **E H 8 9 L D**

Country **SCOTLAND**

DX **DX ED 39 EDINBURGH**

Telephone **0131 662 4555**



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: 602667

Charge code: SC60 2667 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th October 2018 and created by DMC NICOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2018.

Given at Companies House, Edinburgh on 31st October 2018

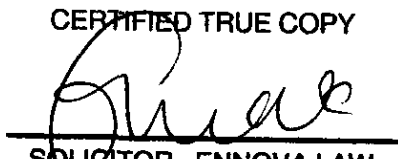


Companies House



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

CERTIFIED TRUE COPY


SOLICITOR, ENNOVA LAW
26 GEORGE SQUARE
EDINBURGH EH8 9LD

STANDARD SECURITY

by

DMC NICOL LIMITED

in favour of

CALEDONIAN HERITABLE LIMITED

Subjects: Duchess of Kirkcaldy, 10-12 Nicol Street, Kirkcaldy KY1 1RP

Ennova Law
26 George Square,
Edinburgh EH8 9LD
Tel 0131 662 4555
Fax 0131 667 7938
DX ED39 Edinburgh.
REF: WG/CALE04-292

We, **DMC NICOL LIMITED**, a company incorporated under the Companies Acts in Scotland (Company Number SC602667) and having its registered office at 31 Townsend Place, Kirkcaldy, Fife, KY1 1HB ("**Operator**"), in security of all sums advanced or to be advanced on loan to the Operator by, and other sums or obligations due or to become due or prestable or to become prestable by the Operator to, **CALEDONIAN HERITABLE LIMITED**, a company incorporated under the Companies Acts in Scotland (Company Number SC076552) and having its registered office at 4 Hope Street, Edinburgh EH2 4DB ("**Caledonian**"), and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Operator in terms of:

- 1 Loan Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof, and
- 2 Trade Tie Agreement entered into between Caledonian and the Operator and executed by the Operator of even date with the Operator's execution hereof

GRANT a standard security in favour of Caledonian over ALL and WHOLE those subjects known as known as Duchess of Kirkcaldy, 10 - 12 Nicol Street, Kirkcaldy, KY1 1RP being the subjects registered in the Land Register of Scotland under Title Number FFE25039; Together with (Two) the whole heritable fittings, fixtures thereon ; (Three) the whole rights of property, rights exclusive, mutual and common and all other rights so far as effeiring to the said subjects; (Four) the parts, privileges and pertinents effeiring thereto; and (Five) our whole right, title and interest, present and future therein and thereto (the said subjects herein before described being hereinafter referred to as "**Property**"); 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 the Operator agrees that the standard conditions shall be varied to the following effect:

1. **INTERPRETATION**

In this standard security:

"**Caledonian**" includes persons deriving right from it

"**Operator**" includes the Operator's successors and representatives and all obligations imposed on the Operator in this standard security shall bind the Operator and the Operator's successors all jointly and severally.

Words importing the singular number shall include the plural number and vice versa

Words importing the masculine gender shall include the feminine, and references to any person shall, where appropriate, include references to any corporation, company, firm or other body

The marginal headings do not form part of this standard security

2. INSURANCE

It shall be an obligation on the Operator to insure and keep insured the Property in the name of the Operator but with the interest of Caledonian noted as heritable creditor *secondo loco loco* to the extent of the reinstatement value thereof or to any other extent approved by Caledonian against the risk of fire, loss of licence and such other risks as Caledonian may reasonably require in an insurance office chosen by the Operator and approved by Caledonian, such approval not to be unreasonably withheld. In the event of the Operator failing so to insure the Property Caledonian shall be entitled but not bound to effect such insurance and to recover the costs from the Operator.

3. RESTRICTIONS RELATING TO PROPERTY

3.1 The Operator shall not at any time during the continuance of the security without the consent in writing of Caledonian

3.1.1 make any alteration in the use of the Property

3.1.2 where at the date of this standard security or at any time subsequently the Operator is in occupation of the Property, part with occupation of the Property or any part of the Property or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part thereof

3.1.3 apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for an improvement or other grant in respect of the Property

3.1.4 create a subsequent security over the Property or any part thereof or

3.1.5 transfer the Property under burden of this standard security

4. RIGHT OF POSSESSION OF PROPERTY

Caledonian may, at any time after it shall have become entitled to enter into possession of the Property, serve notice upon the Operator requiring the Operator to vacate the Property within a period of seven days and the Operator shall upon the expiry of the said period, vacate the Property so far as occupied by the Operator or others for whom the Operator is responsible, and the Operator agrees that a warrant of summary ejection may competently proceed

against the Operator in the Sheriff Court of the County in which the Property is situated at the Instance of Caledonian

5. ULTIMATE LOSS CLAUSE

The security created by this standard security shall be a security to Caledonian for any balance which may remain due to Caledonian after applying any payments received by Caledonian from any person (including any trustee in sequestration, receiver, liquidator or trustee under any trust deed for creditors) in respect of the obligation secured by this standard security and the Operator shall not be entitled to require from Caledonian any assignation of the said obligation or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed in respect of any payment made by the Operator to Caledonian or to have the benefit of any securities held by Caledonian until the whole amount secured by this standard security has been paid or settled in full

6. ASSIGNATION

Caledonian may assign this standard security to any other lender or person

7. MANDATE TO INTROMIT WITH MOVEABLES

In the event of Caledonian exercising any of the remedies competent to it in terms of standard condition 10 of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and of the Operator failing to remove from the Property any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic or business nature, after being called upon by Caledonian by notice in writing to remove the same within such period as may be specified in the said notice, Caledonian shall be entitled and is hereby irrevocably authorised as agent of the Operator to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects in such manner and upon such terms as Caledonian may in its sole discretion think fit, subject only to an obligation to account to the Operator for any price received by Caledonian for any of the same. Caledonian shall not be liable for any loss or damage occasioned to the Operator by the exercise of the authority hereby conferred on Caledonian and the Operator shall be bound to indemnify Caledonian against all expenses incurred by Caledonian in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof

8. LICENCE

The Operator shall conduct the licensed business carried on in the Property in a proper and business like manner and will not knowingly do, or permit or suffer anything to be done whereby the goodwill of the business may be prejudicially affected, nor whereby the licence shall be suspended, forfeited or revoked and in the event of the license being suspended, *forfeited or revoked by the licensing board and if required by Caledonian to do so will appeal* said decision, and prosecute such appeal to a conclusion, and use the Operator's best endeavours to procure by means of such appeal the necessary licence. In the event of any charge being brought against the licence holder or in the event of the licensing board seeking to suspend the licence the Operator shall inform Caledonian immediately on receipt of the charge and take any such action as is necessary to preserve the said licence. In the event of Caledonian entering into possession of or selling the Property, or part thereof, Caledonian or its nominees, or the purchaser, shall be entitled to apply for a transfer or renewal of the licence for the Property, and the Operator undertakes not to oppose directly or indirectly, the granting of such transfer or renewal, but to assist in every way in obtaining the same. In the event of the Operator failing to fulfil the Operator's obligations in terms of this clause Caledonian is irrevocably empowered, at the expense of the Operator (a) to do all things necessary to keep in force and effect the said licence and to sign itself or have signed by its agents, any application to preserve the said licence for and on behalf of the licence holder, (b)

to consent as agent for the licence holder to a transfer of the licence, (c) in the name of the licence holder to appeal against any decision of the licensing board or other authority to suspend, forfeit or transfer the said licence, and (d) to appear before the licensing board either personally or represented by an agent for any of the above purposes

And the Operator grants warrantice; And the Operator consents to registration for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 4 preceding pages are subscribed as follows

Subscribed for and on behalf DMC Nicol Limited
as follows:

At Edinburgh

On 4 October 2018

Dallas Mackay-Campbell
Signature of Director

Before this witness

Aimee Gibbons

Witness (signature)

AIMEE GIBBONS

(Full name of witness)

Citypoint, 65 Haymarket

Terrace, Edinburgh

EH12 5HD

(Address of witness)