



**Registration of a Charge**

Company Name: **KILMARNOCK PROPERTY SOLUTIONS LTD**

Company Number: **SC622397**



Received for filing in Electronic Format on the: **19/12/2023**

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**Details of Charge**

Date of creation: **07/12/2023**

Charge code: **SC62 2397 0004**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **ALL AND WHOLE SUBJECTS KNOWN AS AND FORMING : I. 45I ARDBEG AVENUE, KILMARNOCK, KA3 2AW BEING THE SUBJECTS REGISTERED UNDER TITLE NUMBER AYR40215 II. 45H ARDBEG AVENUE, KILMARNOCK, KA3 2AW BEING THE SUBJECTS REGISTERED UNDER TITLE NUMBER AYR123838 III. 45G, ARDBEG AVENUE, KILMARNOCK, KA3 2AW BEING THE SUBJECTS REGISTERED UNDER TITLE NUMBER AYR95609 IV. 45F, ARDBEG AVENUE, KILMARNOCK, KA3 2AW BEING THE SUBJECTS REGISTERED UNDER TITLE NUMBER AYR94011 V. 8 MORTON PLACE, KILMARNOCK, KA1 2AY BEING THE SUBJECTS REGISTERED UNDER TITLE NUMBER AYR33831**

**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: **WILSON MCKENDRICK**



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

Company number: 622397

Charge code: SC62 2397 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th December 2023 and created by KILMARNOCK PROPERTY SOLUTIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2023 .

Given at Companies House, Edinburgh on 19th December 2023

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

This document and the incorporated security terms form an important deed securing all sums due or that may become due to the Lender by you. If the Lender is not paid you may lose the property charged. We recommend you take Independent Legal Advice on the effect of this deed.



## STANDARD SECURITY

In this deed the expressions set out below shall have the following meanings and effect:

**The Borrower:** Kilmarnock Property Solutions Ltd, (Company Number SC622397) incorporated under the Companies Acts and having their Registered Office at 21 Thomson Street Kilmarnock KA3 1EQ

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally

### 1. The Lender

Shawbrook Bank Limited (Registered Number 388466) incorporated under the Companies Acts and having their Registered Office at Lutea House, The Drive, Warley Hill Business Park, Brentwood, Essex CM13 3BE

### 2. The Loan Such sums of money agreed to be advanced by the Lender to the Borrower

### 3. The Property The heritable subjects known as

ALL and WHOLE subjects known as and forming:

- I. 45i Ardbeg Avenue, Kilmarnock, KA3 2AW being the subjects registered under Title Number AYR40215
- II. 45h Ardbeg Avenue, Kilmarnock, KA3 2AW being the subjects registered under Title Number AYR123838
- III. 45g, Ardbeg Avenue, Kilmarnock, KA3 2AW being the subjects registered under Title Number AYR95609
- IV. 45f, Ardbeg Avenue, Kilmarnock, KA3 2AW being the subjects registered under Title Number AYR94011
- V. 8 Morton Place, Kilmarnock, KA1 2AY being the subjects registered under Title Number AYR33831

Together with the whole buildings and others erected thereon, the goodwill of the business carried on from the Property, the whole fittings, fixtures, plant and machinery so far as heritable and all trade and working utensils, equipment, machinery, furniture and furnishings, the mines, metals and minerals, the parts, privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property and all rights of access and egress therefrom and thereto.

The Borrower in security of:

(a) the Loan and all monies due by the Borrower to the Lender now or at any future time in any manner or in any respect whatsoever, whether due by the Borrower solely or jointly and severally with any person or persons, firm, corporation or other body under any Agreement between them and under this Standard Security; and

(b) all other obligations due by the Borrower to the Lender under this Standard Security or as described in the Lender's Commercial Mortgage Terms and Conditions registered in the Books of Council and Session on 6<sup>th</sup> August 2020

**HEREBY GRANTS** a Standard Security in favour of the Lender over the Property

The Borrower hereby undertakes to the Lender:-

(a) in the event of the Lender becoming entitled in law to enter into possession of the Property, that the Lender upon entering into possession of the Property shall (but only in respect of matters hereinafter mentioned) become and be the agent of the Borrower with the authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of, in such manner as the Lender may think fit, any furniture or effects of the Borrower which the Borrower shall refuse or omit to remove from the Property;

(b) to insure the Property and that to the full reinstatement value; and

(c) not to, without the Lender's prior written consent, convey, assign, grant any further security over or otherwise transfer any interest in the Property or cause or permit any person or persons to register in the Land Register any interest in the Property not already so registered.

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by the Redemption of Standard Securities (Scotland) Act 1971 (and as varied by the above mentioned Commercial Mortgage Terms and Conditions, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply;

The Security hereby granted is subject to a Standard Security granted by the Borrower in favour of

And subject as aforesaid the Borrower grants warrandice; And the Borrower(s) consent to registration of this Standard Security for execution: IN WITNESS WHEREOF these presents are executed by the Borrower at **KILMARNOCK** on the **TWENTYETH** day of **NOVEMBER** Two thousand and 23 before these witnesses

Witness Signature: *[Signature]*  
Witness Name (CAPITALS): **GEORGE JAIN THOMSON**  
Address: **1 GRYFFESSLE KILMACALM ROAD**  
**BRIDGE OF NEIL PA11 3PU**  
Occupation: **BROKER**

*[Signature]*

DIRECTORS SIGNATURE