



Registration of a Charge

LLP name: **ESKDALE PROPERTIES LLP**
LLP number: **SO304401**

Received for Electronic Filing: **04/01/2021**



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Details of Charge

Date of creation: **23/12/2020**
Charge code: **SO30 4401 0055**
Persons entitled: **BANK OF SCOTLAND PLC**
Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 27 FORTIETH AVENUE, GLASGOW, G75 0SS, REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN174873**
Contains negative pledge.

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: **HUGO JOHN ALLAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: SO304401

Charge code: SO30 4401 0055

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd December 2020 and created by ESKDALE PROPERTIES LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 4th January 2021 .

Given at Companies House, Edinburgh on 5th January 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under the Limited Liability Partnership (Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

BANK OF SCOTLAND

STANDARD SECURITY

by

Eskdale Properties LLP

in favour of

BANK OF SCOTLAND PLC

Property: 27 Fortieth Avenue, Glasgow, G75 0SS

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this **STANDARD SECURITY** the words listed below have the following meanings:-

BoS: **BANK OF SCOTLAND PLC** incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.

Borrower: ESKDALE PROPERTIES LLP, incorporated under the Limited Liability Partnership Act 2000 (Registered Number SO304401) and having its Registered Office at 1/1, 15 North Claremont Street, Glasgow G3 7NR

Property: 27 Fortieth Avenue, Glasgow, G75 0SS, as more fully described in Part 1 of the Schedule.

Title Number: LAN174873

Deed of Conditions: The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.

Schedule: The Schedule in three Parts annexed and signed as part of this Standard Security.

Secured Liabilities: has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for execution.

8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is Loan Servicing, 5th Floor, 110 St. Vincent Street, Glasgow G2 5ER

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule executed for and on behalf of the said ESKDALE PROPERTIES LLP, By Surplus Property Solutions Holdings Limited, incorporated under the Companies Acts (Company Registration Number SC519999) and having their Registered Office at 1/1, 15 North Claremont Street, Glasgow G3 7NR, one of our members (Francis Colhoun, a Company Director of the said Surplus Property Solutions Holdings Limited, subscribing on their behalf)

by Francis Colhoun
on 15th December 2020
at Glasgow



before the witness
Sarajane Drake, Solicitor
OP 302 St. Vincent Street,
Glasgow



Witness

[Please remember to execute the Schedule]

Schedule referred to in the foregoing Standard Security by Eskdale Properties LLP in favour of Bank of Scotland plc

PART 1

ALL and WHOLE the subjects known as and forming 27 Fortieth Avenue, Glasgow, G75 0SS, registered in the Land Register of Scotland under Title Number LAN174873.

PART 2

None

PART 3

TBC

A handwritten signature in black ink, consisting of a stylized 'F' followed by a cursive 'C'.

[To be executed by the Borrower]