



Registration of a Charge

Company Name: **BESPOKE CORPORATE TRUSTEES LIMITED**

Company Number: **03948571**



Received for filing in Electronic Format on the: **25/10/2023**

XCEVPGEO

Details of Charge

Date of creation: **19/10/2023**

Charge code: **0394 8571 0021**

Persons entitled: **BANKS RENEWABLES LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS SHOW OUTLINED IN RED ON THE PLAN WHICH SUBJECTS FORM PART AND PORTION OF THOSE SUBJECTS KNOWN AS THE POND, BATHGATE AND BEING THE SUBJECTS REGISTERED UNDER THE TITLE NUMBER WLN20578.**

Chargor acting as a bare trustee for the property.

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 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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3948571

Charge code: 0394 8571 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2023 and created by BESPOKE CORPORATE TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2023 .

Given at Companies House, Cardiff on 30th October 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**

SHOOSMITHS

STANDARD SECURITY

by


**BANKS PROPERTY DEVELOPMENT (BATHGATE) LIMITED AND THE TRUSTEES OF STEWART
MELROSE (BATHGATE) LIMITED PENSION SCHEME**

in favour of

BANKS RENEWABLES LIMITED

Property: Subjects at The Pond, Bathgate

**CERTIFIED
a
TRUE COPY**


**BRODIES LLP
Solicitors**

17 October 2023

REF: BAN87.60

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this deed is delivered on 21 September 2023.

We, (A) **BANKS PROPERTY DEVELOPMENT (BATHGATE) LIMITED**, incorporated in Scotland under the Companies Acts (Company Number SC314939) and having their Registered Office at 2nd Floor, Block C, Brandon Gate, Leechlee Road, Hamilton, ML3 6AU and (B) **STEWART WILLIAM MELROSE** of Ardveich, North Shian, Appin, Argyll, PA38 4BA, **STEWART THOMAS MELROSE** of Kinnenhill House, Bridgecastle, Westfield, Bathgate, West Lothian, EH48 4NJ, **BESPOKE CORPORATE TRUSTEES LIMITED**, a company incorporated in England under the Companies Acts (Registered Number 03948571) and whose registered office is 5a Dominus Way, Meridian Business Park, Leicester, LE19 1RP, **JULIANNA MELROSE** of Kinnenhill House, Bridgecastle, Westfield, Bathgate, West Lothian, EH48 4NJ, **SEBASTIAN STEWART MELROSE** of Kinnenhill House, Bridgecastle, Westfield, Bathgate, West Lothian, EH48 4NJ, and **JANICE MELROSE** of Kinnenhill House, Bridgecastle, Westfield, Bathgate, West Lothian, EH48 4NJ, as trustees of the **STEWART MELROSE (BATHGATE) LIMITED PENSION SCHEME** ("the Owners") have entered into an agreement on or around the date of execution of this security (the "Option Agreement") with **BANKS RENEWABLES LIMITED** a company incorporated under the Companies Acts with company number 02387216 and whose registered office is at Inkerman House St. Johns Road, Meadowfield, Durham, County Durham, DH7 8XL ("the Developer") in respect of ALL and WHOLE those subjects shown outlined in red on the plan signed and annexed hereto, which subjects form PART and PORTION of those subjects known as The Pond, Bathgate and being the subjects registered in the Land Register of Scotland under Title Number WLN20578 (herein defined as the "Security Subjects") and in terms of which we have *inter alia* granted the Developer an option to take a lease over that part of the Security Subjects defined as the Option Site in the Option Agreement NOW THEREFORE WE DO HEREBY in security of the performance by us of the obligations *ad factum praestandum* incumbent upon us in terms of the Option Agreement GRANT a Standard Security in favour of the Developer over the **Security Subjects**; The 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, varied as hereinafter mentioned, shall apply; And we agree that the Standard Conditions shall be varied to the effect that:-

- (One) The expression "**Debtor**" shall mean the proprietor for the time being of the Security Subjects; and the "**Grantee**" shall mean the party from time to time in right of the creditor's interest in this standard security;
- (Two) Standard Conditions 1, 2, 3, 4, 5, 6, 7, and 11 shall not apply to this Standard Security and Standard Condition 12 shall apply only to the extent that the Debtor shall be personally liable to the Grantee for all proper and reasonable expenses reasonably incurred by the Grantee in calling up this Standard


Security and realising or attempting to realise the Security Subjects or any part thereof and exercising powers conferred on the Grantee hereunder;

- (Four) The Grantee may, at any time after it shall have become entitled to enter into possession of the Security Subjects, serve notice upon the Debtor requiring it to vacate the Security Subjects within a period of three months and the Debtor shall upon the expiry of the said period vacate the Security Subjects so far as occupied by them or others for whom they are responsible, and the Debtor agrees that a warrant of summary ejection may competently proceed against them in the Sheriff Court of the District in which the Security Subjects are situated at the instance of the Grantee;
- (Five) The security created by this Standard Security shall be a security to the Grantee for the whole liabilities of the Debtor to the Grantee under or in terms of the Option Agreement;
- (Six) In the event of the Grantee exercising any of the remedies competent to it in terms of Standard Condition 10 of said Schedule 3 to the lastmentioned Act and of the Debtor failing to remove from the Security Subjects any motor vehicles, farm implements, live or dead stock or other moveable effects, whether of a personal, domestic or business nature belonging to the Debtor, after being called upon by the Grantee by notice in writing to remove the same within such period as may be specified in the said notice, the Grantee shall be entitled and are hereby irrevocably authorised as agents of the Debtor to remove, sell, store or otherwise deal with the disposal of such motor vehicles, farm implements, live or dead stock or other moveable effects in such manner and upon such terms as the Grantee acting reasonably may think fit, subject only to an obligation to account to the Debtor for any price received by the Grantee for any of the same. The Grantee shall not be liable for any loss or damage occasioned to the Debtor by the exercise of the authority hereby conferred on the Grantee and the Debtor shall be bound to indemnify the Grantee against all expenses reasonably incurred by them in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such 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; and
- (Seven) The Grantee and their successors, as a party to the Option Agreement, shall be entitled without any requirement of consent from us or our respective successors but subject to notification to us or our said successors to freely

assign or transfer the benefit of this Standard Security to any party validly in right of the Developer's interest in the Option Agreement;

And we grant warrandice under exception of a licence between the Owners and Amazon UK Services Ltd dated on or around the date hereof, and we consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents on this and the previous two pages, together with the plan, are executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) 2015, is delivered for the purposes of that Act on the date set out on page 1 of this deed:

They are subscribed for and on behalf of **BANKS PROPERTY DEVELOPMENT (BATHGATE) LIMITED** by


Director/Company Secretary/Authorised Signatory

RUSS HALL
Print full name

Before this witness


Witness

Print full name of witness

SIMON ASHER

Address of witness

INKERMAN HOUSE
ST. JOHNS ROAD
MEADOWFIELD
DURHAM
DH7 8XL

at

MEADOWFIELD

on

18 SEPTEMBER 2023

They are subscribed by STEWART
WILLIAM MELROSE

Before this witness

Print full name of witness

Address of witness

at

on

Witness

KEVIN C. BROWN

77 1/2 HANOVER STREET

EDINBURGH

EH2 1EE

EDINBURGH

18 SEPTEMBER 2023

They are subscribed by STEWART
THOMAS MELROSE

Before this witness

Print full name of witness

Address of witness

at

on

Witness

KEVIN C. BROWN

77 1/2 HANOVER STREET

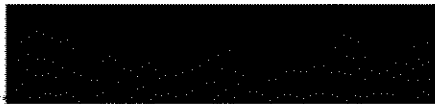
EDINBURGH

EH2 1EE

EDINBURGH

18 SEPTEMBER 2023

They are subscribed for and on
behalf of **BESPOKE CORPORATE
TRUSTEES LIMITED** by


Director/Company Secretary/Authorised
Signatory

LUCAS HARDING - COX
Print full name

Before this witness


Witness

Print full name of witness

Address of witness

DANIELUS CRUISE

at

on

1A-55 LEICESTER
19/09/2023

They are subscribed by **JULIANNA
MELROSE**

Before this witness


Witness

Print full name of witness

Address of witness

at

on

They are subscribed for and on
behalf of **BESPOKE CORPORATE
TRUSTEES LIMITED** by

.....
Director/Company Secretary/Authorised
Signatory

.....
Print full name

Before this witness

.....
Witness

Print full name of witness

Address of witness

at

on

They are subscribed by **JULIANNA
MELROSE**

Before this witness

.....
Witness

Print full name of witness

Address of witness

at

on

.....
Mahon
14/09/23
.....

They are subscribed by SEBASTIAN
STEWART MELROSE

Before this witness

Print full name of witness

Address of witness

at

on

[REDACTED]

[REDACTED]

Witness

KEVIN C BROWN
77/2 HANOVER STREET
EDINBURGH
EH2 1EE

EDINBURGH
18 SEPTEMBER 2023

They are subscribed by JANICE
MELROSE

Before this witness

Print full name of witness

Address of witness

at

on

[REDACTED]

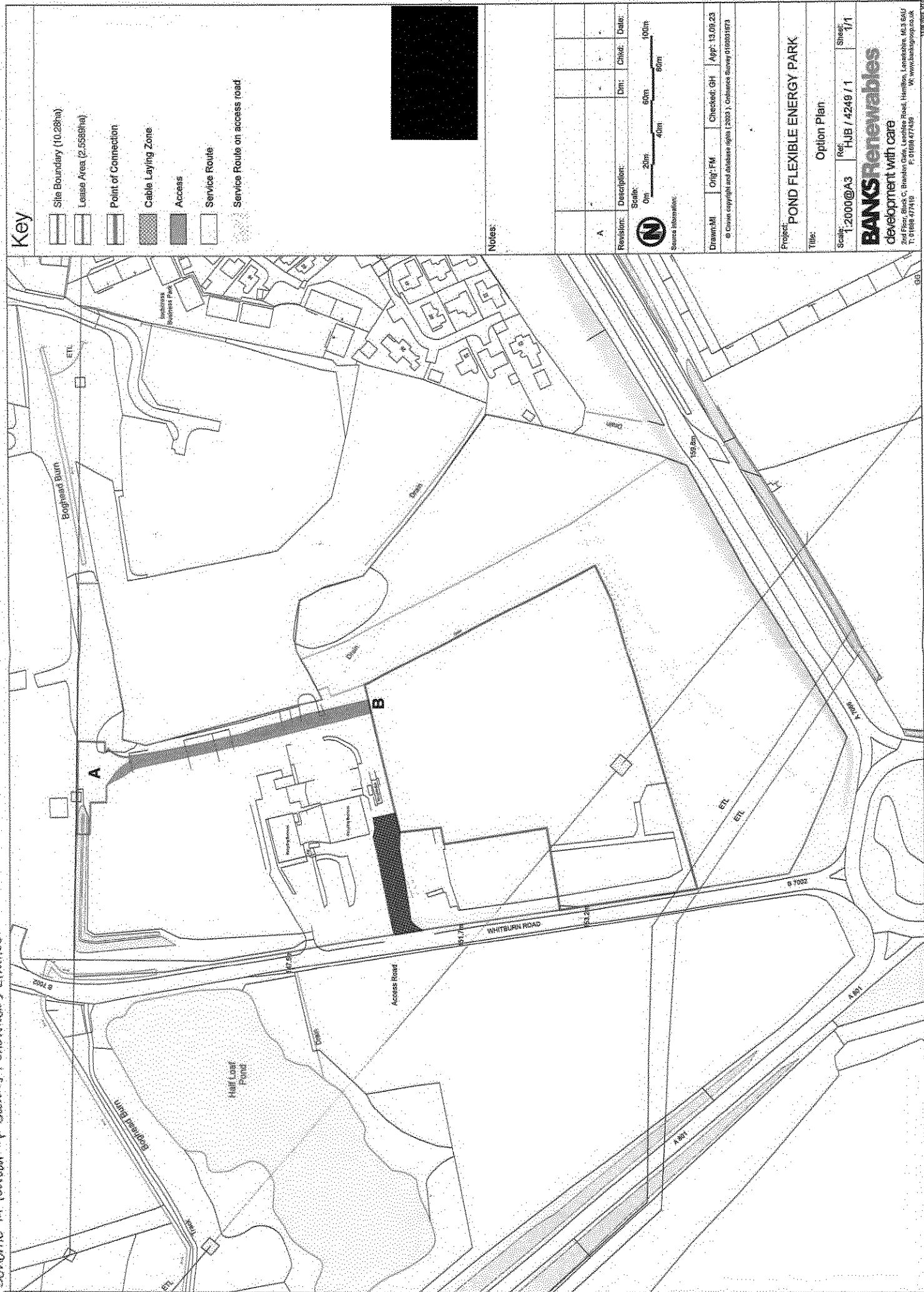
[REDACTED]

Witness

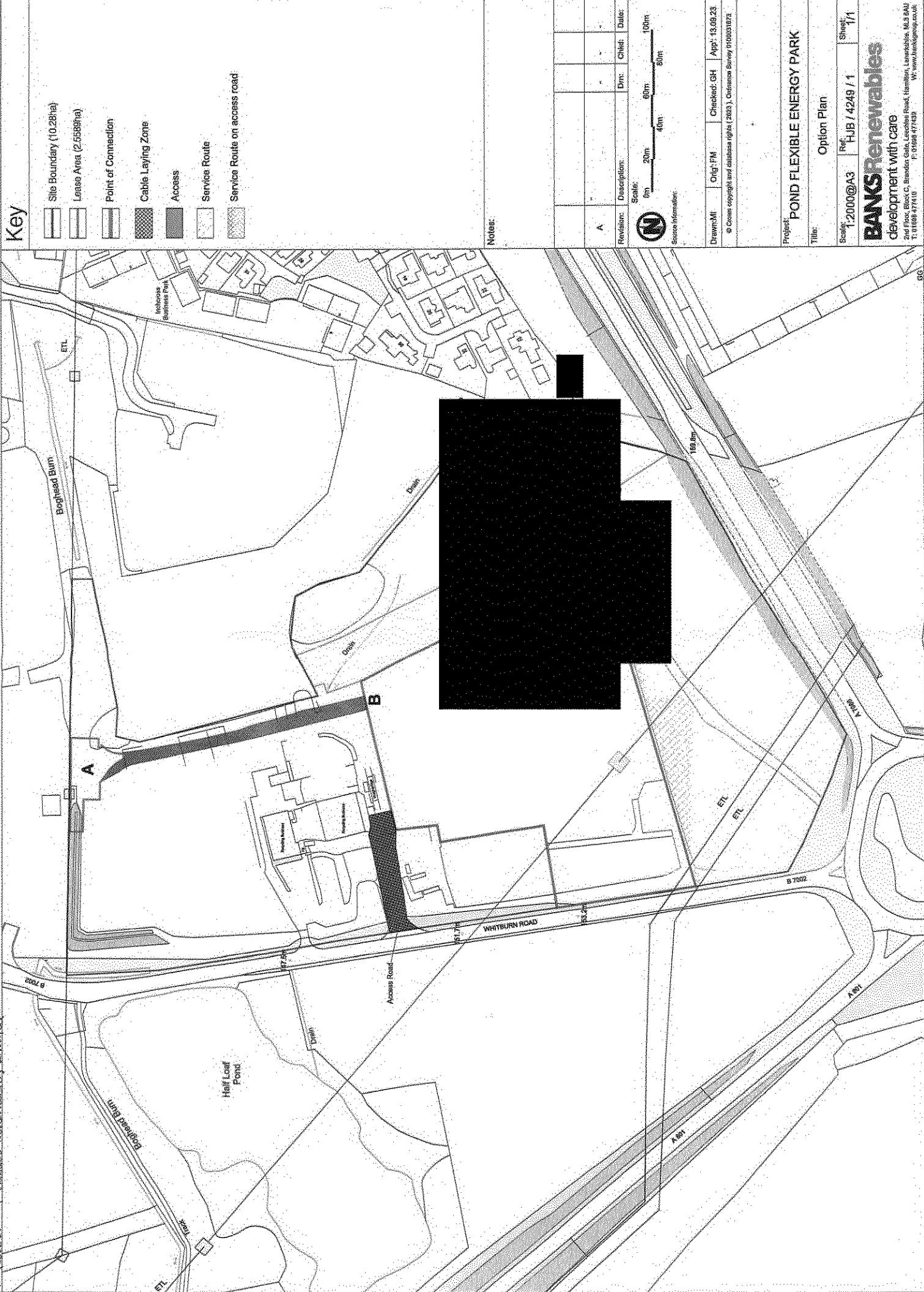
KEVIN C. BROWN
77/2 HANOVER STREET
EDINBURGH
EH2 1EE

EDINBURGH
18 SEPTEMBER 2023

This is the plan referred to in the foregoing standard security by Banks Property Development (Bathgate) Limited and the trustees of Stenart Melrose (Bathgate) Limited Pension Scheme in favour of Banks Renewables Limited.



This is the plan referred to in the foregoing standard security of Banks property development (Samsbury) Limited and the trustees of Stewart Wilson (Bedfordshire) Limited Partnership Scheme.
in favour of Banks Renewables Limited.



Key

- Site Boundary (10.28ha)
- Lease Area (2.5568ha)
- Point of Connection
- Cable Laying Zone
- Access
- Service Route
- Service Route on access road

Notes:

Revisions: A

Scale: 0m 20m 40m 60m 80m 100m

Source information:

Drawn: MFL
Checked: CH
App: 13.09.23
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Project: POND FLEXIBLE ENERGY PARK

Title: Option Plan

Scale: 1:2000@A3
Ref: HJB / 4249 / 1
Sheet: 1/1

BANS Renewables
development with care

2nd Floor, Breda C. Brennan Gate, Leazes Road, Heddon, Leazes, Newcastle, NE3 9AU
T: 01688 774716
W: www.bansrenewables.co.uk

[illegible]

[illegible]

Legend for Figure 1:

- Site Boundary (10.2tha)
- Lease Area (2.586tha)
- Point of Connection
- Cable Laying Zone
- Access
- Service Route
- Service Route on access road

Notes:

[illegible]

Source Information:

Drawn#1	Orig:FM	Checked: GH	App: 13.09.23
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Project:

Project: POND FLEXIBLE ENERGY PARK

Title:

Option Plan

Scale: 1:2000@A3 Ref: HJB/4249/1 Sheet: 1/1

BANDS Renewables
Development will cost

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