



**Registration of a Charge**

Company Name: **NORTH WEST AUTOMOBILES LTD**

Company Number: **05323539**



Received for filing in Electronic Format on the: **25/08/2023**

XCAOWN6P

**Details of Charge**

Date of creation: **21/08/2023**

Charge code: **0532 3539 0015**

Persons entitled: **KUFLINK BRIDGING LTD**

Brief description: **SUBJECTS BEING 0.256 HECTARES AT LINTON BUSINESS PARK,  
INVERBERVIE, MONTROSE REGISTERED IN THE LAND REGISTER OF  
SCOTLAND UNDER TITLE NUMBER KNC8849**

**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: **RACHEL DUNN**



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

Company number: 5323539

Charge code: 0532 3539 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2023 and created by NORTH WEST AUTOMOBILES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2023 .

Given at Companies House, Cardiff on 25th August 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**

## STANDARD SECURITY

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on *14 August 2023*

NORTH WEST AUTOMOBILES LTD  
(Borrower)

KUFLINK BRIDGING LTD  
(Lender)

---

Subjects being 0.256 hectares at LINTON BUSINESS PARK, INVERBERVIE, MONTROSE

---

The Garment Factory  
2-10 Montrose Street  
Glasgow  
G1 1RE

[www.gunnercooke.com](http://www.gunnercooke.com) | T: +44) 3330 143 401 | E: [info@gunnercooke.com](mailto:info@gunnercooke.com)

## TABLE OF CONTENTS

1.	INTERPRETATION .....	1
2.	CREATION OF SECURITY .....	3
3.	RESTRICTIONS ON DEALINGS .....	4
4.	STANDARD CONDITIONS .....	4
5.	WHEN SECURITY BECOMES ENFORCEABLE .....	4
6.	ENFORCEMENT OF SECURITY .....	5
7.	APPLICATION OF PROCEEDS .....	5
8.	EXPENSES AND INDEMNITY .....	5
9.	DELEGATION .....	6
10.	FURTHER ASSURANCES .....	6
11.	POWER OF ATTORNEY .....	6
12.	MISCELLANEOUS .....	7
13.	RELEASE .....	7
14.	REGISTRATION .....	7
15.	COUNTERPARTS .....	7
16.	CONFLICT .....	8
17.	GOVERNING LAW .....	8
18.	WARRANTICE .....	9

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on

14 August 2023

This Standard Security is made by:

#### **PARTIES**

- (1) **NORTH WEST AUTOMOBILES LTD**, a company incorporated and registered in England and Wales with company registration number 05323539 whose registered office is at 24-26 Canterbury Street, Blackburn, Lancashire, BB2 2HP (the **Borrower**) in favour of
- (2) **KUFLINK BRIDGING LTD** a company registered in England and Wales with company registration number 07889226 whose registered office is at 21 West Street, Gravesend, England, DA11 0BF (the **Lender**).

#### **BACKGROUND**

The Borrower enters into this Standard Security in connection with the Facility Agreement (as defined below).

#### **AGREED TERMS**

##### **1. INTERPRETATION**

###### **1.1 Definitions**

In this Standard Security:

<b>Delegate</b>	means any delegate, lender, attorney or co-trustee appointed by the Lender;
<b>Event of Default;</b>	means any event of default (howsoever defined) under any Finance Document and any failure by the Borrower to satisfy any demand for payment under any Finance Document
<b>Facility Agreement;</b>	means the facility letter dated on or about the date hereof and made between the Borrower and the Lender as may be supplemented amended and/or restated from time to time any agreement from time to time in effect by which moneys are due from the Borrower to the Lender;
<b>Finance Documents;</b>	means this Standard Security and the Facility Agreement, any document designated as a 'Security Document' in the Facility Agreement and any document governing or evidencing the terms of the Secured Liabilities and any other document designated as such by the Lender and the Borrower.
<b>Party;</b>	means a party to this Standard Security.
<b>Property;</b>	means all and whole the property or properties described in the Schedule.
<b>Schedule;</b>	means the Schedule annexed to this Standard Security.

<b>Secured Liabilities;</b>	means all monies and liabilities now or after the date of this Standard Security due, owing or incurred by the Borrower to any Secured Party pursuant to the Finance Documents, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, including under the terms of the Facility Agreement, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction.
<b>Secured Party;</b>	means the Lender and any Delegates
<b>Security Asset;</b>	means any present and future property, revenues and rights of every description
<b>Security Period;</b>	means the period beginning on the date of this Standard Security and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
<b>Standard Security;</b>	means this standard security.

## 1.2 CONSTRUCTION

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Standard Security unless expressly defined in this Standard Security.
- 1.2.2 Unless a contrary indication appears, a reference in this Standard Security to:
- 1.2.2.1 this **Standard Security** is a reference to this Standard Security as amended, varied, novated, supplemented and replaced from time to time;
  - 1.2.2.2 the **Borrower** or the **Lender** includes any one or more of its assigns, transferees and successors in title (in the case of the Assignor, so far as any such is permitted in the Facility Agreement);
  - 1.2.2.3 the **Lender** (except for the references in Clause 9.2 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
  - 1.2.2.4 a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - 1.2.2.5 any **rights** in respect of an asset includes:
    - 1.2.2.5.1 all amounts and proceeds paid or payable;
    - 1.2.2.5.2 all rights to make any demand or claim; and
    - 1.2.2.5.3 all powers, remedies, causes of action, security, guarantees and

indemnities, in each case in respect of or derived from that asset; and

1.2.2.6 the term **this Security** means any Security created by this Standard Security.

1.2.3 Any undertaking of the Borrower under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.4 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.

1.2.5 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### **1.3 THIRD PARTY RIGHTS**

This Standard Security does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Standard Security or otherwise.

### **1.4 APPLICATION OF PROVISIONS IN FACILITY AGREEMENT**

1.4.1 The Lender hereby acknowledges that in acting under this Standard Security the Lender is entitled to the protections, immunities, rights, powers, authorisations, indemnities and benefit of all protections and other provisions expressed to be in its favour as set out in the Facility Agreement.

1.4.2 The Lender shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates.

1.4.3 Notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Lender is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Lender shall not incur any liability to any person for so acting or refraining from acting.

### **1.5 NO OBLIGATION**

The Lender shall not be under any obligation in relation to the Property as a consequence of this Standard Security and the Borrower shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Property.

## **2. CREATION OF SECURITY**

### **2.1 BOND**

2.1.1 The Borrower must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.1.2 All the security created under this Standard Security:

2.1.2.1 is created in favour of the Lender; and

2.1.2.2 is security for the payment of all the Secured Liabilities.

## **2.2 STANDARD SECURITY**

The Borrower grants a standard security over the Property in favour of the Lender.

## **3. RESTRICTIONS ON DEALINGS**

### **3.1 SECURITY**

Except as expressly allowed under the Facility Agreement or this Standard Security, the Borrower must not create or permit to subsist any Security on the Property.

### **3.2 DISPOSALS**

Except as expressly allowed under the Facility Agreement or this Standard Security, the Borrower must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Property.

### **3.3 DEVELOPMENT**

Except as expressly allowed under the Facility Agreement or this Standard Security, the Borrower must not without the Lender's prior written consent, carry out any development on any part of the Property nor change the use of any part of the Property.

## **4. STANDARD CONDITIONS**

4.1 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 (together hereinafter referred to as the **Act**), and any lawful variation thereof operative for the time being (hereinafter referred to as the **Standard Conditions**) shall apply and the Standard Conditions shall be varied firstly in accordance with the provisions of this Standard Security and secondly to the extent such Standard Conditions are inconsistent with the Facility Agreement. In the event of a conflict between the provisions of this Standard Security, the Standard Conditions and the Facility Agreement, the provisions of the Facility Agreement shall apply.

4.2 Standard Condition 7 shall be varied to the effect that:

4.2.1 the Lender shall be required to give three (3) Business Days' notice in writing of its exercise of the right of entry referred to in Standard Condition 7(2); and

4.2.2 the interest rate for the purposes of Standard Condition 7(3) shall be at the rate set out in the Facility Agreement.

4.3 For the purposes of Standard Condition 9(1) the Borrower shall be held to be in default at any time after the occurrence of an Event of Default which is continuing, and in the event of the Borrower being in default as aforesaid, then without prejudice to any other rights and remedies available to the Lender by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Lender will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Act.

## **5. WHEN SECURITY BECOMES ENFORCEABLE**

### **5.1 EVENT OF DEFAULT**

This Security will become immediately enforceable where an Event of Default has occurred and is continuing.



**5.2 DISCRETION**

After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

**6. ENFORCEMENT OF SECURITY**

**6.1 NO LIABILITY AS HERITABLE CREDITOR IN POSSESSION**

The Lender will not be liable, by reason of entering into possession of the Property, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.

**6.2 PROTECTION OF THIRD PARTIES**

No person (including a purchaser) dealing with the Lender or its or his/her agents will be concerned to enquire:

6.2.1 whether the Secured Liabilities have become payable;

6.2.2 whether any power which the Lender is purporting to exercise has become exercisable or is being properly exercised;

6.2.3 whether any money remains due under the Finance Documents; or

6.2.4 how any money paid to the Lender is to be applied.

**6.3 REDEMPTION OF PRIOR CHARGES**

6.3.1 At any time after this Security has become enforceable, the Lender may:

6.3.1.1 redeem any prior Security over the Property; and/or

6.3.1.2 procure the transfer of any prior Security over the Property to itself; and/or

6.3.1.3 settle and pass the accounts of the prior ranking creditor, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Borrower.

**6.4 CONTINGENCIES**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

**7. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Standard Security or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 7:

7.1 is subject to the payment of any claims having priority over this Security; and

7.2 does not prejudice the right of any Secured Party to recover any shortfall from the Borrower.

**8. EXPENSES AND INDEMNITY**

The Borrower must:

- 8.1 promptly on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) reasonably and properly incurred by that Secured Party in connection with this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation; and
- 8.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

**9. DELEGATION**

**9.1 POWER OF ATTORNEY**

The Lender may, at any time, delegate by power of attorney or otherwise to any person to whom it is permitted to do so under the Facility Agreement for any period all or any right, power, authority or discretion exercisable by it under this Standard Security.

**9.2 TERMS**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender may, in its discretion, think fit in the interests of the Secured Parties.

**9.3 LIABILITY**

The Lender shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**10. FURTHER ASSURANCES**

- 10.1 The Borrower shall promptly, at its own expense, take whatever action the Lender may reasonably require for:

10.1.1 creating, perfecting or protecting any security over the Property; or

10.1.2 (if an Event of Default is continuing) to facilitate the realisation of the Property, or the exercise of any right, power or discretion exercisable, by the Lender or any of its respective delegates or sub-delegates in respect of the Property.

- 10.2 The action that may be required under Clause 10.1 above includes:

10.2.1 the execution of any standard security, charge, transfer, conveyance, assignation or assurance of any asset, whether to the Lender or to its nominees; or

10.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may consider necessary or desirable.

**11. POWER OF ATTORNEY**

- 11.1 The Borrower, by way of security, irrevocably and severally appoints the Lender and its delegates or sub-delegates to be its mandatary and attorney with the full power and authority of the Borrower to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Borrower under or pursuant to this Standard Security or generally for enabling the Lender to exercise the powers conferred on it under this Standard Security or by law. The Borrower ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 11.

- 11.2 The appointments detailed at Clause 11.1 shall take effect immediately and become exercisable where an Event of Default has occurred and is continuing.

## **12. MISCELLANEOUS**

### **12.1 CONTINUING SECURITY**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### **12.2 MANAGEMENT**

The Borrower must not cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the security created by or under the Standard Security.

## **13. RELEASE**

- 13.1 At the end of the Security Period, the Lender must, at the request and cost of the Borrower, take whatever action is necessary to release the Property from this Security.

- 13.2 Any discharge or release given by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided.

## **14. REGISTRATION**

The Borrower consents to the registration of this Standard Security for preservation and execution.

## **15. COUNTERPARTS**

- 15.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts.

- 15.2 Where executed in counterparts:

15.2.1 unless otherwise agreed between the parties, this Standard Security shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the **Counterparts Act**);

15.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

15.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act;

15.2.4 the parties may choose to evidence the date of delivery of this Standard Security by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Standard Security;

the parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Standard Security.

**16. CONFLICT**

In the event that there is any conflict or inconsistency between the terms of this Standard Security and the terms of the Facility Agreement while amounts remain outstanding under or pursuant to the Facility Agreement, the terms of the Facility Agreement shall prevail and in such circumstances, compliance with the relevant term(s) of the Facility Agreement shall be deemed to be compliance in full with the conflicting or inconsistent term(s) of this Standard Security.

**17. GOVERNING LAW**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

18. WARRANDICE

The Borrower grants warrandice but excepting therefrom the Lease between Farhat Yar Khan, Shehla Zafar Khan and Oil Technics Limited dated 8 December 2020 and 23 December 2020 and registered in the Books of Council and Session on 19 February 2021.

IN WITNESS WHEREOF this Standard Security consisting of this and the, preceding 8 pages together with the Schedule is executed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Standard Security in accordance with Clause 15:

Borrower

Executed for and on behalf of NORTH WEST AUTOMOBILES LTD

at 24 Canterbury St, BACCHAN, B52 2JP

on 31/07/2023

by

Kawen Chyap  
Signature of Director

Kawen Chyap  
Full Name of Director

In the presence of this witness:

[Signature]  
Signature of Witness

Kashif Mammadov  
Full Name of Witness

19 NOYES LANE  
PRESTON  
PNE 0LB  
Address of Witness



**18. WARRANTICE**

The Borrower grants warrantice but excepting therefrom the Lease between Farhat Yar Khan, Shehla Zafar Khan and Oil Technics Limited dated 8 December 2020 and 23 December 2020 and registered in the Books of Council and Session on 19 February 2021.

IN WITNESS WHEREOF this Standard Security consisting of this and the, preceding 8 pages together with the Schedule is executed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Standard Security in accordance with Clause 15:

**Borrower**

Executed for and on behalf of NORTH WEST AUTOMOBILES LTD

at \_\_\_\_\_

on \_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name of Director

In the presence of this witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full Name of Witness

\_\_\_\_\_  
Address of Witness

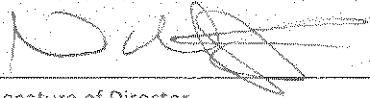
Lender

Executed for and on behalf of KUFLINK BRIDGING LTD

at 21 West Street, Gravesend, Kent DA11 0BF

on 8 AUGUST 2023

by

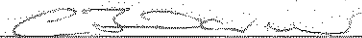


Signature of Director

Natalie Jane Weeks

Full Name of Director

In the presence of this witness:



Signature of Witness

CHRISTINE WARNER

Full Name of Witness

16 Creek Road

GRAVESEND

KENT DA11 7DQ

Address of Witness



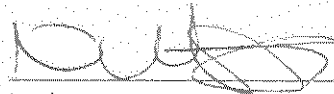
THIS IS THE SCHEDULE REFERRED TO IN THE STANDARD SECURITY GRANTED BY NORTH WEST AUTOMOBILES LTD IN FAVOUR  
OF KUFLINK BRIDGING LTD

SCHEDULE

The Property

ALL and WHOLE the subjects being 0.256 hectares at LINTON BUSINESS PARK, INVERBERVIE, MONTROSE registered in the  
Land Register of Scotland under title number KNC8849

\_\_\_\_\_  
Borrower

  
\_\_\_\_\_  
Lender

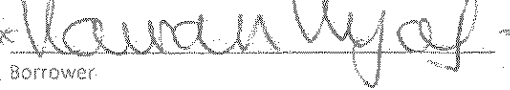


THIS IS THE SCHEDULE REFERRED TO IN THE STANDARD SECURITY GRANTED BY NORTH WEST AUTOMOBILES LTD IN FAVOUR OF KUFLINK BRIDGING LTD.

SCHEDULE

The Property

ALL and WHOLE the subjects being 0.256 hectares at LINTON BUSINESS PARK, INVERBERVIE, MONTROSE registered in the Land Register of Scotland under title number KNC8849

  
Borrower:

\_\_\_\_\_  
Lender

