



Registration of a Charge

Company Name: **AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED**

Company Number: **09885883**



Received for filing in Electronic Format on the: **24/06/2021**

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Details of Charge

Date of creation: **19/06/2021**

Charge code: **0988 5883 0021**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **THE CHARGOR CHARGED BY WAY OF STANDARD SECURITY ALL AND THE WHOLE THE SUBJECTS KNOWN AS AND FORMING CLAPPERTON HALL, BROXBURN BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN43855.**

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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9885883

Charge code: 0988 5883 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2021 and created by AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2021 .

Given at Companies House, Cardiff on 25th June 2021

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**

KSR/JMI/054995.00622/78529951.2

Standard Security

in respect of the subjects known as and forming Clapperton Hall, Broxburn

Dated 16 June 2021

Amber Real Estate Investments (Agriculture) Limited
(as Chargor)

and
Lloyds Bank PLC
(as Security Agent for the Secured Parties)

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INSTRUMENT by

- (1) **Amber Real Estate Investments (Agriculture) Limited**, a company incorporated under the Companies Acts with registered number 09885883 and having its registered office at 2nd Floor, Colmore Court, 9 Colmore Row, Birmingham, B3 2BJ (the **Chargor**)

in favour of

- (2) **Lloyds Bank Plc** as Security Agent for the Secured Parties as defined in the Facility Agreement referred to below (the **Security Agent**)

CONSIDERING THAT:-

- A the Finance Parties have agreed to make a loan facility available under the Facility Agreement (as defined below); and
- B one of the conditions precedent to the availability of the facility referred to in paragraph A above is that the Chargor grants to the Security Agent this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 Definitions and interpretation

1.1 In this Instrument:-

Facility Agreement means the facility agreement originally dated 8 January 2016 and made between, among others, the Chargor and the Security Agent, as amended and/or restated from time to time;

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or pursuant to each Finance Document; and

Security Subjects means ALL and WHOLE the subjects known as and forming Clapperton Hall, Broxburn being the whole subjects registered in the Land Register of Scotland under Title Number WLN43855 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effering thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.

- 1.2.2 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument insofar as they are relevant to it and subject to any necessary changes as may apply to the Facility Agreement, except that references to the Facility Agreement are to be construed as references to this Instrument.

- 1.2.3 The term this **Security** means any security created by this Instrument.

- 1.2.4 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.5 If the Security Agent considers that an amount paid to it or any Finance Party 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 Instrument.

2 Third party rights

This Instrument 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 Instrument or otherwise.

3 Bond

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge to the Security Agent all the Secured Liabilities on demand when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

4 Charge

- 4.1 The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Agent over the Security Subjects.
- 4.2 The Security Agent holds the benefit of this Instrument and this Security as trustee for the Secured Parties.

5 Restrictions on Dealings

5.1 Security

Except as expressly allowed under the Facility Agreement, the Chargor must not create or permit to subsist any Security over the Security Subjects.

5.2 Disposals

Except as expressly allowed under the Facility Agreement, the Chargor 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 Security Subjects.

6 Standard conditions

- 6.1 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, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that:-
- (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Agent;

- (b) the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value; and
- (c) wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Agreement.

7 Enforcement

Upon the occurrence of an Event of Default and the Security Agent giving notice to the Chargor that this Instrument is enforceable, or if the Chargor so requests after the occurrence of an Event of Default:-

- 7.1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and
- 7.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

8 Notice of subsequent charge

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Secured Party received or was deemed to have received such notice.

9 Application of enforcement proceeds

- 9.1 All monies received by the Security Agent under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *par passu* with the claims of the Security Agent under this Instrument, in the order set out in the Facility Agreement.
- 9.2 Nothing contained in this Instrument shall limit the right of the Security Agent (and the Chargor acknowledges that the Security Agent is so entitled) if and for so long as the Security Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

10 Assignment by the Security Agent

The Security Agent may assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent appointed in accordance with the terms of the Facility Agreement. Upon such assignment and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Security Agent.

11 Appointment of Attorney

The Chargor hereby irrevocably appoints the Security Agent as its attorney and mandatory, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Default or following the failure by the Chargor to comply with a request from the Security Agent, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Instrument. The Chargor agrees, promptly on the request of the Security Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

12 Further Assurances

12.1 The Chargor must promptly, at its own expense, take whatever action the Security Agent may require for:

- (a) creating, perfecting or protecting any security over the Security Subjects; or
- (b) facilitating the realisation of the Security Subjects, or the exercise of any right, power or discretion exercisable, by the Security Agent or any of its respective delegates or sub-delegates in respect of the Security Subjects.

12.2 The action that may be required under Clause 12.1 above includes:

- (a) the execution of any standard security, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,
- (c) which, in any such case, the Security Agent may consider necessary or desirable.

13 Expenses and indemnity

13.1 The Chargor shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Instrument.

13.2 If the Chargor requests an amendment, waiver, consent or release of or in relation to this Instrument, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

13.3 The Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by the Security Agent in

connection with the enforcement of, or the preservation of any rights under, this Instrument or the investigation of any possible Default.

14 Severability

If any provision in this Instrument is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Instrument or affect the validity or enforcement of the provisions in any other jurisdiction.

15 Continuing Security

This Instrument 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.

16 Notices

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 33 (*Notices*) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

17 Governing law and jurisdiction

17.1 Governing law

This Instrument and any non-contractual obligations arising out of or in connection with it are governed by laws of Scotland.

17.2 Jurisdiction

17.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Instrument (including a dispute relating to the existence, validity or termination of this Instrument or any non-contractual obligation arising out of or in connection with this Instrument) (a **Dispute**).

17.2.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

17.2.3 This clause 17.2.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Warrandice and consent to registration

- 18.1 The Chargor hereby grants warrandice but excepting therefrom the Lease between Amber Real Estate Investments Limited and Hook 2 Sisters Limited dated 4 August and registered in the Books of Council and Session on 3 September, both 2014 in respect inter alia the Security Subjects as amended and all subsidiary rights of occupation howsoever constituted.
- 18.2 The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed as follows:-

The Chargor

SUBSCRIBED for and on behalf of the said
Amber Real Estate Investments (Agriculture)
Limited

at

BIRMINGHAM

on

16th JUNE 21

by

ROBERT JOHN RAFFERTY
Print full name


Director

ANDREW HARRISON
Print full name


Director