



Registration of a Charge

Company name: **THE INDU PORTFOLIO LIMITED**

Company number: **10988811**



X73BY4GQ

Received for Electronic Filing: **06/04/2018**

Details of Charge

Date of creation: **30/03/2018**

Charge code: **1098 8811 0003**

Persons entitled: **UNITY TRUST BANK PLC**

Brief description: **SUBJECTS ON THE SOUTH SIDE OF CRAIGSHAW ROAD, ABERDEEN
AS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE
NUMBER KNC24899**

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: **LINDSAY THOMSON, DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10988811

Charge code: 1098 8811 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2018 and created by THE INDU PORTFOLIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018 .

Given at Companies House, Cardiff on 10th April 2018

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

BY

THE INDU PORTFOLIO LIMITED

In favour of

UNITY TRUST BANK PLC

SUBJECTS – CRAIGSHAW ROAD, ABERDEEN

(TITLE NUMBER KNC24899)

STANDARD SECURITY

By:

- (1) **THE INDU PORTFOLIO LIMITED**, a company incorporated in England and Wales with registered number 10988811) with Registered Office at 5 Parkhill, Bury Old Road, Prestwich M25 0HX (the **Chargor**);

in favour of

- (2) **UNITY TRUST BANK PLC**, a company incorporated in England and Wales with registered number 1713124 and having its registered office at (and for purposes of address for service) Nine Brindleyplace, Birmingham B1 2HB (the **Lender**).

BACKGROUND:

- (A) The Lender has agreed or will agree to make certain facilities available to the Chargor.
- (B) One of the conditions precedent to the availability of the facilities referred to in paragraph (A) above is that the Chargor grants to the Lender this Standard Security.

TERMS AGREED**1. Definitions and Interpretation****1.1 In this Standard Security:**

Building Contractor means such building contractor as may be appointed from time to time by the Chargor to carry out works on or to the Security Subjects;

Delegate means any delegate, agent, attorney or trustee appointed by the Lender;

Enforcement Party means any of the Lender or a Delegate;

Enforcement Event means

- (a) if the Chargor has failed to pay all or any of the Secured Liabilities following a demand for payment by the Lender;
- (b) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;
- (c) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person

to wind up or dissolve the Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets;

- (d) the making of a request by the Chargor for the appointment of a receiver or administrator; or
- (e) if the Chargor breaches any of the provisions of this Standard Security (including any breach of the Standard Conditions (as varied by this Standard Security)).

Expenses

means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Security Subjects, the preparation, negotiation and creation of this Standard Security, taking, perfecting, enforcing or exercising any power under this Standard Security, the appointment of any Delegate, the breach of any provision of this Standard Security and/or the protection, realisation or enforcement of this Standard Security, and includes the costs of transferring to the Lender any security ranking in priority to the security constituted by this Standard Security, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require;

Lender Security

means the security created by this Standard Security and any other existing or future security granted by the Chargor to the Lender to secure the payment and discharge of the Secured Liabilities;

Schedule

means the schedule annexed and signed as relative hereto;

Secured Liabilities

means the aggregate of all monies and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may now or at any time hereafter be due owing or incurred by the Chargor to the Lender in any manner whatsoever and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style;

Security Subjects

means ALL and WHOLE the subjects on the south easterly side

of Craigshaw Road, Aberdeen and being the subjects registered in the Land Register of Scotland under title number KNC24899; together with (One) the whole buildings and erections thereon (Two) the parts, privileges and pertinents thereof (Three) the whole rights common, mutual and exclusive effeiring thereto and (Four) the Chargor's whole right, title and interest, present and future, therein and thereto;

Standard Conditions means 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.

1.2 Unless a contrary indication appears, any reference in this Standard Security to:

- (a) the **Chargor** and the **Lender** shall be construed so as to include their respective successors in title, assigns and permitted transferees; and
- (b) a **person** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality).

1.3 In this Standard Security except where the context otherwise requires:

- (a) any reference to the **Chargor** or the **Lender** includes reference to the person or persons deriving title from the **Chargor** or the **Lender** respectively;
- (b) any reference to a document includes reference to any deed, negotiable instrument, certificate, notice or other document;
- (c) any reference to a clause is a reference to a clause of this Standard Security; and
- (d) any reference to any statute or other legislative provision shall include reference to any legislative amendment, modification or re-enactment thereof, or any substitution therefor.

1.4 Clause headings in this Standard Security are for ease of reference only and shall not affect the interpretation of this standard security.

2. Undertaking to Pay

The **Chargor** undertakes to the **Lender** that it will pay, implement, fulfil and discharge the Secured Liabilities to the **Lender** when the same are due and payable.

3. Standard Security

The **Chargor** hereby in security of the Secured Liabilities grants a standard security in favour of the **Lender** over the Security Subjects.

4. **Standard Conditions**

- 4.1 The Standard Conditions, and any lawful variation thereof operative for the time being, shall apply, save to the extent that they are inconsistent with any variation of the Standard Conditions contained in this Standard Security, and under declaration that the terms **Debtor** and **Creditor** in the Standard Conditions shall refer to the Chargor and the Lender respectively.
- 4.2 The Standard Conditions shall be varied as follows:
- (a) without prejudice to the generality of Standard Condition 9(1)(b) the Chargor shall be held to be in default for the purposes of this Standard Security at any time following the occurrence of an Enforcement Event;
 - (b) if any works of construction or refurbishment are at any time carried out upon the Security Subjects at the request of the Lender, the Chargor shall assign to the Lender as further security for the Secured Liabilities and in such form as the Lender shall require (where appropriate given the nature of the construction and/or refurbishment works):
 - (i) the benefit of all the Chargor's rights and claims with regard to such works against the Building Contractor and any other person carrying out services for the Chargor in connection with such works and their respective sub-contractors and suppliers; and
 - (ii) any rights, licences, warranties, guarantees or maintenance agreements in connection with such works of which the Chargor has the benefit.
 - (c) The Chargor will not apply for any planning consent for the development or change of use of the Security Subjects or carry out or permit to be carried out any project for any development, construction, major refurbishment, major repair or major improvement of or to the Security Subjects except with the previous consent of the Lender.

5. **Notice of Subsequent Charge**

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects, the Lender may open a new account or accounts in the name of the Chargor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Lender shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Lender at the time the notice was received.

6. **Notices and demands**

- 6.1 Any demand or written notice from the Lender to the Chargor may be given by delivering it at or posting it to the Chargor's registered office as stated at the beginning of this Standard

Security or to such other address advised to and acknowledged by the Lender as being effective for the purposes of this Standard Security. Such notice may also be given by fax transmission or other electronic medium to the Chargor's fax number or address being in use at that time for communication between the Lender and the Chargor.

- 6.2 Any such notice or process shall be considered served:
- (a) if delivered, at the time of delivery;
 - (b) if sent by post, 48 hours from the time of posting; or
 - (c) if sent by fax transmission or electronic medium, at the time of transmission.
- 6.3 Any notice in writing by the Chargor to the Lender under this Standard Security shall take effect at the time it is received the Lender at its registered office or at such other address as may be notified by the Lender to the Guarantor in writing for this purpose.
- 6.4 Clauses 6.1, 6.2 and 6.3 shall not apply to any calling up notices or notices of default as referred to in the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended), which shall be served in accordance with sections 19 and 21 of that Act.
- 7. Further provisions**
- 7.1 Any certificate by the Lender as to the amount of the Secured Liabilities or any part thereof shall be conclusive and binding upon the Chargor if signed by an officer of the Lender, save in the case of any manifest error.
- 7.2 Each of the provisions of this Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable with respect to the Chargor the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.3 The Chargor agrees to be bound by this Standard Security notwithstanding that the security hereby created may be determined or may be or become invalid or unenforceable against the Chargor whether or not the deficiency is known to the Lender.
- 7.4 The rights of the Lender under this Standard Security may be exercised as often as it considers appropriate and are in addition to their respective rights under general law. The rights of the Lender shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such right.

8. Assignment

The Lender may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Standard Security (or all or any of its rights under this Standard Security) to any person.

9. Governing law

This Standard Security shall be governed by and construed in accordance with the law of Scotland.

10. Submission to jurisdiction

For the benefit of the Lender the Chargor submits to the non-exclusive jurisdiction of the Scottish courts.

11. Warrandice

The Chargor hereby grants warrandice but excepting therefrom (1) the Lease between Styropack (UK) Limited and Jablite Limited dated 10 April 2015 and registered in the Books of Council and Session on 27 May 2015 and (2) the Missives of let between Ledingham Chalmers LLP on behalf of Styropack (UK) Limited and Aberdeen Alarm Company Limited dated 21 and 22 September 2009 as varied by Missive of Variation between Styropack (UK) Limited and Aberdeen Alarm Company Limited constituted by letter dated 28 April 2014.

IN WITNESS WHEREOF these presents are executed as follows:

SIGNED for and on behalf of the Chargor

THE INDU PORTFOLIO LIMITED

place of signing Prestwich

on 16/03/18

by Joseph Lewenstein

(Print Full Name)

Director / ~~authorized signatory~~

..... [Signature]

(Signature)

In the presence of:

..... ABRAHAM POLLAK

Name

..... 29 WATERPARK ROAD V M74PT

Address

..... [Signature]

Witness (Signature)