



Registration of a Charge

Company Name: **WINDWARD KIRKTON LIMITED**

Company Number: **14055995**



XC8GFQLM

Received for filing in Electronic Format on the: **24/07/2023**

Details of Charge

Date of creation: **20/07/2023**

Charge code: **1405 5995 0002**

Persons entitled: **BROWN SHIPLEY & CO. LIMITED**

Brief description: **(FIRST) ALL AND WHOLE THE SUBJECTS KNOWN AS THE AREA OF GROUND LYING TOWARDS THE NORTH OF DENMORE PLACE, BRIDGE OF DON, ABERDEEN AB23 8JS, BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN59147, AND (SECOND) ALL AND WHOLE THE SUBJECTS AT KIRKTON DRIVE, DYCE, ABERDEEN, BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN9516.**

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: **GILLESPIE MACANDREW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14055995

Charge code: 1405 5995 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2023 and created by WINDWARD KIRKTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2023 .

Given at Companies House, Cardiff on 26th July 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

WE, **WINDWARD KIRKTON LIMITED**, incorporated and registered in England and Wales with company number 14055995 and whose registered office is at c/o Turcan Connell, 12 Stanhope Gate, London, United Kingdom, W1K 1AW, registered proprietor of the subjects hereinafter secured (hereinafter referred to as the "**Chargor**") UNDERTAKE to pay, perform and discharge all moneys, obligations and liabilities to be paid, performed or discharged, whether now or at any time in the future, whether actual or contingent, whether alone or jointly, in whatever name, form or style and whether as principal or surety, together with all interest, costs, charges, fees, expenses and others and any further advances (and including without limitation all moneys, obligations and liabilities to be paid, performed or discharged pursuant to (i) the loan facility agreement between **BROWN SHIPLEY & CO. LIMITED**, incorporated and registered in England and Wales with company number 00398426 and whose registered office is at 2 Moorgate, London, England, EC2R 6AG (the said **BROWN SHIPLEY & CO. LIMITED** together with its successors and assignees as such being hereinafter referred to as the "**Lender**") and the **Chargor** dated 3 May 2023 and any amendment or restatement thereof and any future loan facility agreement between the **Lender** and the **Chargor** and any supplemental finance documents referred to in any of the foregoing (altogether the "**Loan Facility Agreement**"), and (ii) the Deed of Guarantee between the **Lender** and (1) **WINDWARD Z3B LTD**, incorporated and registered in England and Wales with company number 14014419 and whose registered office is at c/o Turcan Connell, 12 Stanhope Gate, London, United Kingdom, W1K 1AW, (2) the **Chargor** (3) **WINDWARD ABZ LIMITED**, incorporated and registered in England and Wales with company number 14055938 and whose registered office is at c/o Turcan Connell, 12 Stanhope Gate, London, United Kingdom, W1K 1AW, (4) **WINDWARD EUROCENTRAL MD LIMITED**, incorporated and registered in England and Wales with company number 14417451 and whose registered office is at c/o Turcan Connell, 12 Stanhope Gate, London, United Kingdom, W1K 1AW, and (5) **WINDWARD RE HOLDCO LIMITED**, incorporated and registered in England and Wales with company number 14013067 and whose registered office is at c/o Turcan Connell, 12 Stanhope Gate, London, United Kingdom, W1K 1AW) (altogether hereinafter referred to as the "**Secured Obligations**") due or that may for any reason and at any time become due for payment and discharge by the **Chargor** (whether alone or jointly) to the **Lender**, THEREFORE for which Secured Obligations WE THE CHARGOR HEREBY GRANT a STANDARD SECURITY in

favour of the Lender over (FIRST) ALL and WHOLE the subjects known as the area of ground lying towards the north of Denmore Place, Bridge of Don, Aberdeen AB23 8JS, being the subjects registered in the Land Register of Scotland under Title Number ABN59147; TOGETHER WITH (One) the whole parts, privileges and pertinents of the said subjects, (Two) the landlord's fittings and fixtures therein, and (Three) our whole right, title and interest present and future therein, and (SECOND) ALL and WHOLE the subjects at Kirkton Drive, Dyce, Aberdeen, being the subjects registered in the Land Register of Scotland under Title Number ABN9516; TOGETHER WITH (One) the whole parts, privileges and pertinents of the said subjects, (Two) the landlord's fittings and fixtures therein, and (Three) our whole right, title and interest present and future therein, with subjects (FIRST) and (SECOND) described are hereinafter referred to as the **"Security Subjects"**;

Also Declaring that (First) the Chargor shall not (1) create or continue any fixed security or fixed charge upon its interest in the Security Subjects or any part thereof which ranks in priority to or *pari passu* with or postponed to the charge hereby created other than in favour of the Lender; (2) allow any lien to arise in or affect any part of its interest in the Security Subjects; (3) sell, transfer, dispone or in any other way deal with its interest in whole or in part in the Security Subjects without the prior written consent of the Lender; (4) grant any rights in favour of third parties affecting the Security Subjects or waive or discharge any right, title or interest in the Security Subjects to enforce any burden(s) or condition(s) over other subjects, without the prior written consent of the Lender; (5) convey, assign, lease, hire out or part with possession of its interest in the Security Subjects or any part thereof, without the prior written consent of the Lender; (Second) any certification or determination by the Lender as to the amount of the Secured Obligations shall, save in the case of manifest error, be conclusive evidence of the whole sums including interest, costs, charges, fees and expenses and others which shall be due by the Chargor and for which the Chargor shall be liable to the Lender; (Third) the whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in any loan documents are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated *mutatis mutandis*; and (Fourth) without prejudice to any

requirement to procure consent to the same, the expressions Chargor and Lender include their respective successors, assignees and transferees;

The Chargor confirms that (i) no part of the Security Subjects are (or have within the prescriptive period been) used as a private residence and consequently that the provisions of none of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended, or the Family Law (Scotland) Act 1985, or the Civil Partnership Act 2004 apply to the Security Subjects or any part of them, or to the Chargor's interest in the Security Subjects and (ii) there persists no existing security interest over the Security Subjects;

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being (hereinafter referred to as the "**Standard Conditions**") shall apply; and the Chargor agrees:-

(FIRST) (i) that the Standard Conditions shall be varied in accordance with the conditions contained in this Standard Security, subject always to the terms of any lease of the Security Subjects and provided that nothing in this Standard Security will require the Chargor to be in breach of its obligations as landlord under any lease of the Security Subjects (including without limitation in respect of a matter which is prohibited or which requires the Lender's consent under this Standard Security but for which Chargor's consent is either (a) not required or (b) is not to be unreasonably withheld or delayed under the terms of the relevant lease, provided that in respect of (b) the Chargor has first requested the consent of the Lender (whether or not the Lender in fact consents)); and (ii) that the undertakings and obligations on the Chargor's part and the rights of the Lender contained in the Standard Conditions shall be in addition to and not in substitution for the undertakings and obligations on the part of the Chargor and the rights of the Lender contained in this Standard Security; and so for the

avoidance of doubt, if the Chargor fails to comply with any of its obligations under this Standard Security the Lender may enter upon the Security Subjects and take such steps as it considers appropriate to procure performance and discharge of such obligations or otherwise remedy such failure and all moneys properly expended by the Lender shall be reimbursed by the Chargor on demand (provided that in the case of a breach which is capable of being remedied the Lender shall not be entitled to take such steps as aforesaid until it shall first have given notice of the breach to the Chargor prescribing a time which in the opinion of the Lender (acting reasonably) is reasonable in the circumstances within which such breach must be remedied and the Chargor shall have failed to remedy the breach within the time limit prescribed in the notice);

(SECOND)

Standard Conditions 1 and 2 shall be modified to the effect that it shall be an obligation on the Chargor:-

- (1) to keep, and procure that any tenant of the Security Subjects shall keep, the Security Subjects in a good and substantial state of repair including where necessary the replacement, the renewal or reinstatement of the Security Subjects, and not without the prior consent of the Lender erect buildings or structures on the Security Subjects or demolish all or any part of the Security Subjects or make any structural additions or structural or other material alteration to or change the use of the Security Subjects or any part thereof or suffer to be done anything in relation to the Security Subjects which has a material detrimental effect on the market value and/or marketability of the Security Subjects or which constitutes development (as that expression is defined in the Town &

Country Planning (Scotland) Act 1997, the Planning (Listed Building and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 or any modification or amendment thereof ("**Planning Acts**").

- (2) to permit the Lender and all persons authorised by them free access at all reasonable times following service of reasonable written notice, except in the case of emergency, to enter the Security Subjects to view the state and condition thereof.

(THIRD)

Standard Conditions 3 and 4 shall be modified to the effect that it shall be an obligation on the Chargor:-

- (1) not to do or allow or permit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order by the Local or other Authority whatever affecting the Security Subjects;
- (2) not without the Lender's consent to make any application for the grant of planning permission within the meaning of the Planning Acts;
- (3) not to enter into any agreement under Section 75 of the Town & Country Planning (Scotland) Act 1997 in relation to the Security Subjects without the prior written consent of the Lender;

- (4) to ensure that all consents and approvals under all laws, statutes (including all byelaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom) and the regulations and codes of practice of any Supra National, Governmental, Local or other competent Authorities affecting the Security Subjects have been obtained and are promptly and timeously complied with, including, but not limited, to all applicable laws and regulations in relation to pollution or protection of the environment and/or the generation, handling, storage, use, release or spillage of any substance which, along or in combination with any other, is capable of causing harm to the environment; and
- (5) not to use or suffer or permit the Security Subjects to be used other than for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.

(FOURTH)

Standard Condition 5 shall not apply provided that the Chargor will at its own expense (failing which the Lender may elect, and is hereby authorised, to procure such compliance), comply with (or procure compliance with) all obligations as to insurance imposed by the terms of any prior mortgage or charge, lease, agreement for lease, tenancy or other binding contract comprised in and/or affecting the Security Subjects and, subject to the foregoing and so far as not inconsistent with the said terms, the Chargor shall:-

- (1) insure and keep insured the Security Subjects and all fixed and other plant and machinery forming part of the Security

Subjects with insurers previously approved by the Lender in writing against loss or damage by fire, explosion, storm, tempest, lightning, earthquake, impact, aircraft and articles dropped therefrom, riot, civil commotion, malicious persons, escape of water, leakage of automatic sprinkler installations, subsidence, landslip, ground heave and such other risks and contingencies as the Lender shall from time to time require, to a minimum of the full replacement value thereof from time to time and, in the case of the Security Subjects, including proper provision for cost inflation over any period that may be required for obtaining any relevant planning and other approvals and the reinstatement or repair period and architects' and other professional fees, demolition and site clearance;

- (2) effect all insurances pursuant to paragraph (1) above with the interest of the Lender noted on the relevant Policy in which it is interested;
- (3) pay all premiums and other sums payable under or in relation to each Policy in which it is interested and, if the Lender so requests, produce evidence satisfactory to the Lender of such payments and compliance with this Clause (FOURTH);
- (4) all monies payable under any insurance policy at any time (whether or not the security constituted by this deed has become enforceable) shall be held by the Chargor as trustee of the same for the benefit of the Lender; and applied in making good the loss or damage to the Security Subjects or

at the option of the Lender, be applied in or towards, discharge or reduction of the Secured Obligations.

- (5) not make, do, consent or agree to any act or omission which would or might render any Policy in which it is interested invalid, void, voidable or unenforceable or render any proceeds of any such Policy irrecoverable whether in whole or in part, and not alter the terms of any such Policy or allow any such Policy to lapse.

Where the Chargor fails to comply with the conditions of this clause (FOURTH), the Lender shall be entitled to take out or renew any such insurances as the Lender may deem appropriate to remedy such failure and the Chargor hereby agrees to indemnify the Lender in respect of any costs or charges incurred in effecting any such insurances.

(FIFTH)

Standard Condition 6 shall be modified to the effect that:-

the Chargor shall not grant any lease or tenancy of the Security Subjects or any part thereof or grant any person any contractual right or the right to occupy the Security Subjects or otherwise part with possession of the Security Subjects or any part of the Security Subjects nor agree or make any variations or changes to any lease or tenancy of the Security Subjects nor accept a renunciation (in whole or in part) of any lease or tenancy without the prior written consent of the Lender. .

(SIXTH)

Standard Condition 7 shall be modified to the effect that:

- (1) the Lender will be entitled to perform any obligation imposed by this Standard Security and/or the Standard Conditions which the Chargor has failed to perform;
- (2) the Lender and/or any person authorised by the Lender shall be entitled free access at all reasonable times to the Security Subjects following service of reasonable prior written notice to the Chargor;
- (3) all proper and reasonable costs, expenses and charges properly incurred by the Lender in the performance of or in connection with the preservation of or the enforcement of any obligation or right under this Standard Security and any proceedings instituted by or against the Lender as a consequence of taking or holding the security created or expressed to be created in favour of the Lender by this Standard Security or enforcing these rights shall be recoverable from the Chargor and shall be deemed to be secured under this Standard Security.

(SEVENTH)

The Chargor shall be in default under this Standard Security in terms of Standard Condition 9 pursuant to the provisions for default contained in the Loan Facility Agreement and so for the avoidance of doubt any event constituting a default under the Loan Facility Agreement including failure by the Chargor to pay any sum due to the Lender under the Loan Facility Agreement shall be a circumstance in which the Chargor shall be held to be in default for the purposes of Standard Condition 9(1)(b). The Chargor will give to the Lender within fourteen days of receipt full particulars of any notices, orders, proposals, requisitions or claims of any kind made or proposed in

respect of the Security Subjects or part thereof (each is hereinafter referred to as "**Correspondence**") by any competent authority or third party and the Chargor shall also produce a copy thereof to the Lender and confirm what steps it is taking to comply or to ensure compliance with the terms of any Correspondence or if the Correspondence is a notice, order or proposal for development or alteration or change of use of them Security Subjects or any adjoining or neighbouring property the development, alteration or change of use of which might in the reasonable opinion of the Lender materially prejudicially affect the value of the Security Subjects or in the event that same is a requisition or claim made by a third party which might in the reasonable opinion of the Lender prejudicially affect the value of the Security Subjects then at the request of the Lender in any of such events and at the cost of the Chargor (provided that such objections and representations aftermentioned do not materially prejudice the interests of the Chargor) the Chargor shall make such objections and representations against or in respect thereof as the Lender may reasonably require and shall not compromise or settle any claim or requisition without the written consent of the Lender (which consent shall not be unreasonably withheld or delayed) and in the event that any compensation or consideration is received as a result of any such notice, order, proposal, requisition or claim the same shall be paid to the Lender (and held by the Chargor in trust for the Lender until paid) and if required by the Lender applied in reduction of the liabilities secured hereunder.

(EIGHTH)

The Chargor shall promptly comply with (or procure compliance with) any interdict or order made by any court of competent jurisdiction relating in any way to the interest of the Chargor in the Security Subjects.

- (NINTH) Upon any default of the Secured Obligations the Chargor agrees that once the Lender has entered into possession of the Security Subjects or part thereof the Lender shall (i) have the right to complete any uncompleted works of construction and development of the Security Subjects and (ii) have the right to grant any leases or vary or amend, surrender or renounce any leases of the Security Subjects in such manner as the Lender may think fit including the making of inducements or other payments to tenants, which shall form part of the liabilities secured hereunder.
- (TENTH) For the purposes of this Standard Security the definitions in the Standard Conditions shall have effect and any reference to the Security Subjects shall include a reference to any part or parts thereof.
- (ELEVENTH) The Chargor hereby irrevocably and by way of security appoints the Lender as its Attorney for all purposes which the Lender may in its reasonable discretion consider appropriate for the purpose of perfecting or enforcing the security constituted by this Standard Security; and the Chargor shall take such action and give such instructions and execute all such further instruments and documentation as the Lender may, in its reasonable discretion, consider appropriate for protecting or perfecting any of its interests hereunder.
- (TWELFTH) Any notice, request or consent under this Standard Security shall be in writing. Any notice to the Chargor shall be sufficiently served if sent by Recorded Delivery or Registered Post to its registered office or to such other address as the Chargor may have previously intimated in writing to the Lender for such purpose. Any notice to the Lender shall be

sufficiently served if sent by Recorded Delivery Post to the address stated on this document or to such other address as the Lender may have previously intimated in writing to the Chargor for such purpose. Any notice sent by Recorded Delivery or Registered Post shall be deemed to have been duly served at the expiry of two working days after posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Chargor or the Lender (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed. Any reference herein to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force; Words and expressions which are incorporated in the foregoing variation and which are defined in the Conveyancing and Feudal Reform (Scotland) Act 1970 or in the said Schedule thereto, shall be deemed to be so defined for the purposes of these presents also; Words importing any gender shall include all other genders and words importing the singular shall include the plural and vice versa.

(THIRTEENTH) The Chargor shall free, relieve and indemnify and keep indemnified the Lender on demand from and against any loss, costs, charges, or expenses or others whatsoever, or any actions taken hereunder by the Lender, arising out of any breach by the Chargor of its obligations under this Standard Security.

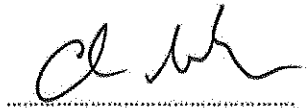
(FOURTEENTH) The Chargor grants warrandice but subject to (1) the lease between Knight Property Group plc and Fugro GB (North) Marine Limited dated

22 October 2018 and 3 January 2019 and registered in the Books of Council and Session on 9 January 2019, as subsequently amended/varied, and (2) the lease between Colston Trustees Limited (as Trustee) and Hire Torque Limited dated 18 October and 11 November and registered in the Books of Council and Session on 8 December, all dates in 2016, as subsequently amended/varied, but without prejudice to the rights of the Lender to quarrel or impugn the same on any ground of law not inferring warrandice against us.

(FIFTEENTH)

This Standard Security shall be governed by and construed in accordance with the law of Scotland and the Chargor hereby prorogates and accepts the jurisdiction of the Scottish Courts. If any provision in this Standard Security is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Standard Security or affect the validity or enforcement of the provisions in any other jurisdiction; And the Chargor consents to registration hereof and of any certificate produced hereunder for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 13 preceding pages are executed as follows:

For WINDWARD KIRKTON LIMITED



Director/Authorised Signatory

OLIVER MILLICAN

Full name of party signing

18 July 2023

Date of signing

EDINBURGH

Place of signing (Town)



Director/Authorised

Signatory/Witness

ADAM LIVINGSTONE

Full name of party signing

16 CHARLOTTE SQUARE

EDINBURGH

EH2 4DE

Address of Witness